

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 5

TO FORM SB-2

ON

FORM S-1

REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933

GlobalTel IP, Inc.

(Name of Small Business Issuer as Specified in its Charter)

Florida

4812

65-0958798

(State or Other Jurisdiction
of
Incorporation or Organization)

(Primary Standard
Industrial Classification
Code Number)

(I.R.S. Employer
Identification Number)

8000 North Federal Highway, Suite 100
Boca Raton, FL 33487
(561) 939-3300

(Address and Telephone Number of
Principal Executive Offices and Principal Place of Business)

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Approximate date of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. [x]

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. []

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be Registered	Amount of shares to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Stock, \$.001 par value	700,000	\$.20	\$140,000	\$5.46
Common Stock, \$.001 par value	537,500	\$.22	\$118,250	\$4.62
Common Stock, \$.001 par value	250,000	\$.24	\$60,000	\$2.36
Common Stock, \$.001 par value	105,000	\$.275	\$28,875	\$1.14

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(1) Represents shares of common stock which may be acquired upon exercise of outstanding warrants.

(2) Estimated solely for purpose of calculating the registration fee based upon the average of the bid and asked prices of a share of the registrant's common stock which was \$.20 on March 14, 2008 pursuant to the provisions of Rules 457 (g) under the Securities Act of 1933.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

The registration statement to which this amendment relates was filed on Form SB-2 prior to February 4, 2008. Pursuant to Release No. 33-8876, the registrant has filed this amendment on Form S-1 and has

continued to use the disclosure format and content based on the former Form SB-2.

PROSPECTUS

GLOBALTEL IP, INC.

1,592,500 shares of Common Stock

This prospectus relates to 1,592,500 shares of our common stock which may be acquired upon exercise of outstanding warrants. See “Plan of Distribution.”

We may receive proceeds of up to \$309,125 if the warrants are exercised. We will bear the costs and expenses of registering all the common stock to which this prospectus relates.

In connection with the offering of the shares underlying warrants, there is no minimum amount of shares that must be sold if any shares are to be sold.

An investment in the shares involves substantial risks and is highly speculative. See “Risk Factors” beginning on page 8 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2008.

In making a decision whether to buy our common stock, you should only rely on the information contained in this prospectus. The information in this prospectus may only be accurate on the date of this prospectus.

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We have not taken any action to permit a public offering of our shares of common stock outside of the United States or to permit the possession or distribution of this prospectus outside of the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of the shares of common stock and the distribution of this prospectus outside of the United States.

No person has been authorized to give any information or to make any representations in connection with this offering other than those contained in this prospectus and, if given or made, such other information and representations must not be relied upon as having been authorized by us. Neither the delivery of this

prospectus nor any sale made will, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus or that the information contained in this prospectus is correct as of any time subsequent to its date. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the registered securities to which it relates. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful.

In this prospectus, “GlobalTel IP,” “we,” “us,” “our” and “our company” refer to GlobalTel IP, Inc., a Florida corporation, and our wholly owned subsidiaries, unless the context otherwise requires.

Until _____, 2008, all dealers that effect transactions in our common stock whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers’ obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PROSPECTUS SUMMARY

This summary does not contain all the information you should consider before investing in our shares. You should carefully read the entire prospectus, including the documents incorporated by reference into this prospectus, before making an investment decision. In this prospectus, unless the context otherwise requires, references to “we” “us” and “our” refer to GlobalTel IP, Inc., a Florida corporation and our wholly owned subsidiaries.

Our business

From March 2005 to October 2007 we were primarily engaged in providing telecommunications services to our customers employing VoIP (Voice over Internet Protocol) technology. In October 2007 we sold substantially all of our assets utilized in that business.

We are presently primarily engaged in providing unified group communications capability solutions. Unified group communications capability is the ability to connect different communications devices to Internet Protocol (“IP”) telephony systems and other pre-existing group communications capabilities. Using unified group communications capability, various telephony and communications devices and radio systems can communicate with each other regardless of make, model and frequency. Accordingly, unified group communications is capable of bringing communications under a single, unifying umbrella where disparate technologies, user type and location are not a limiting factor.

We believe that the use of unified group communications solutions will allow public safety agencies as well as other organizations and enterprises that use disparate communications equipment to more effectively communicate with each other and exchange voice and/or data with one another on demand, in real time.

Our unified group communications business utilizes and is dependant upon software developed by Twisted Pair Solutions, Inc. which it calls “WAVETM. ” Using industry standard IP networks as the unifying medium, WAVE has been designed to enable a multitude of traditionally disparate communications systems such as radios, traditional analog phone systems, new IP phone systems, PCs, PDAs and industry specific proprietary devices to all interoperate in a seamlessly coherent manner.

We have entered into a reseller agreement with Twisted Pair Solutions which, subject to the terms and condition of the agreement, permits us to purchase WAVE from Twisted Pair Solutions and resell it to end users. Twisted Pair Solutions has the right to terminate the reseller agreement at any time without cause upon thirty days prior written notice to us. We have not realized significant revenues from the resale of unified group communications business.

We are in the process of developing an application service provider solution which we call ***X-Stream Access*** to be used in our unified group communications business. ***X-Stream Access***, if successfully developed, would eliminate significant initial costs to potential customers which could otherwise prevent them from implementing a unified group communications solution. If ***X-Stream Access*** proves to be commercially viable, potential customers will be able to subscribe to ***X-Stream Access*** for a monthly fee without the necessity of purchasing expensive hardware.

X-Stream Access, if successfully developed, will be powered by WAVE. ***X-Stream Access*** has been designed to combine WAVE software, information technology and telecommunication system integration expertise together to provide total voice interoperability for all of an organization’s existing communication devices. We believe that potential customers will include public safety agencies, defense departments, financial institutions and many other public and private organizations.

In connection with our development of ***X-Stream Access***, we have entered into an Application Service Provider License Agreement with Twisted Pair Solutions which, subject to our compliance with the terms and conditions of the agreement, has an initial term ending in August 2011. There can be no assurance that ***X-Stream Access*** will be successfully developed, become commercially viable or will generate any revenues.

We believe that potential customers for unified group communications systems include armed forces, civil government agencies, major financial institutions and brokerage houses, airport operators and airlines, public safety agencies and organizations and power generation and distribution companies.

We incurred net losses of \$1,245,103, \$802,552 and \$370,625 during the fiscal years ended September 30, 2007, 2006 and 2005, respectively. We incurred net losses of \$371,578 and \$146,246 during the fiscal quarters ended December 31, 2007 and 2006, respectively. We had no operations during the fiscal year ended September 30, 2004. From inception (November 15, 1999) through December 31, 2007, we incurred cumulative net losses of \$3,244,494.

We do not have the capital to further significantly fund or develop our business activities, including the continuation of the development of *X-Stream Access*. We have not realized any significant revenues from our present business. As stated in the notes to our financial statements, because we have suffered recurring losses and have experienced severe liquidity problems, there is substantial doubt about our ability to continue as a going concern. Our auditors have included a statement to that effect in their report dated February 4, 2008.

Corporate information

We were incorporated in Florida on November 15, 1999. Our principal office is located at 8000 North Federal Highway, Suite 100, Boca Raton, FL 33487 and our telephone number is 561-939-3300. Any information contained in, or that can be accessed through, our website is not part of this prospectus.

The offering

This prospectus relates to 1,592,500 shares of our common stock which may be acquired upon exercise of outstanding warrants. The sale and resale of the shares can be expected to depress the market price, if any, of our shares. See "Plans of Distribution."

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Common Stock which may be sold by us upon exercise 1,592,500 shares of outstanding warrants.

Common Stock outstanding before the offering 35,710,581 shares (1)

Common Stock outstanding after the offering 37,303,081 shares (1) (2)

Proceeds Any net proceeds we receive from the sale of the shares underlying the warrants will be used for working capital and other corporate purposes.

Risk Factors The securities offered by this prospectus involve a high degree of risk. See "Risk Factors."

(1) Does not include 9,860,000 shares which may be issued upon exercise of outstanding derivative securities which shares have not been registered by the registration statement of which this prospectus is a part.

(2) Assumes the exercise of all outstanding warrants with respect to which the underlying shares have been registered in the registration statement of which this prospectus is a part.

Summary Financial Information

The following table summarizes our statements of operations and balance sheet data for and as of the periods indicated. The summary should be read in conjunction with Management's Plan of Operation and our financial statements and notes thereto included elsewhere in this prospectus. The amounts for the fiscal years ended September 30, 2007 and 2006 have been derived from our audited financial statements.

	December 31, 2007 (unaudited)	December 31, 2006 (unaudited)	September 30, 2007	September 30, 2006
BALANCE SHEET DATA:				
Cash	\$ 21,057	\$ 16,587	\$ 152,825	\$ 19,600
Total current assets	127,119	67,378	329,453	113,819
Property and equipment, net	189,817	281,064	282,429	288,572
Total assets	332,937	363,442	611,882	404,391
Total current liabilities	175,115	321,814	321,482	165,035
Total liabilities	400,115	613,118	546,482	524,821
Capital stock	32,261	22,534	30,366	22,301
Additional paid-in-capital, net	3,145,055	1,517,180	2,907,950	1,485,082
Accumulated (deficit)	(3,244,494)	(1,779,390)	(2,872,916)	(1,627,813)
Total stockholders' equity (deficit)	(67,178)	(249,676)	65,400	(120,430)

	For three months ended December 31, 2007 (unaudited)	For three months ended December 31, 2006 (unaudited)	For the year ended September 30, 2007	For the year ended September 30, 2006
STATEMENT OF OPERATIONS DATA:				
Total revenue	\$ 200,397	\$ 468,268	\$ 1,744,503	\$ 1,806,193
Total cost of revenue	162,175	368,291	1,549,460	1,444,422
Selling expenses	60,238	42,662	154,975	168,831
General and administrative expenses	265,665	182,701	1,131,338	838,731
Research and development costs	66,292	-	268,963	113,464
Depreciation and amortization	14,443	16,391	98,173	42,997
(Loss) from operations	(368,416)	(141,777)	(1,428,406)	(802,252)
Gain on disposition of assets	-	-	209,888	-
Interest (expense)	(3,612)	(4,469)	(26,585)	(300)
Net (loss)	(371,578)	(146,246)	(1,245,103)	(802,552)
Net (loss) per share	(0.01)	(0.01)	(0.05)	(0.04)
Weighted average number of common shares outstanding	30,861,233	22,534,081	24,357,069	21,847,873

RISK FACTORS

An investment in our common stock involves substantial risks. We believe that all material risks are disclosed under this caption. You should consider carefully the following information about these risks, together with the financial and other information, including additional risks, contained elsewhere in this prospectus, before you decide whether to buy our common stock. If any of the following risks and uncertainties develop into actual events, our business, financial condition or results of operations could be materially and adversely affected and the market price of our shares, if any, would likely decline significantly. In such case, you may lose all or part of your investment.

Because we have an extremely limited operating history, there is no meaningful basis on which you can evaluate our proposed business and prospects. In October 2007 we terminated our business of marketing Voice over Internet Protocol (“VoIP”) services primarily in foreign countries using independent resellers and commissioned sales agents. We have only been engaged in our current business since June 2007. Prospective investors customarily consider a company’s operating history as a factor in determining whether to make an investment. Prospective investors who decide to purchase our shares may have decided not to purchase the shares if they had a significant operating history to review.

We have had losses since inception and expect losses to continue for the foreseeable future. We incurred net losses of \$1,245,103, \$802,552, and \$370,625 during the fiscal years ended September 30, 2007, 2006 and 2005, respectively. We incurred net losses of \$371,578 and \$146,246 during the fiscal quarters ended December 31, 2007 and 2006, respectively. Since our inception through December 31, 2007, we incurred cumulative net losses of \$3,244,494. In addition, since we began to engage in our current business in June 2007, we incurred aggregate net losses of \$599,994 through December 31, 2007. Any future operations may not be sufficient to generate the revenues necessary to reach profitability.

Because of our lack of capital, unless we obtain substantial additional capital we will not be able to continue to engage in or to expand our business. On December 31, 2007, we had current assets of \$127,119 and current liabilities of \$175,115. We do not have adequate capital to continue, fund, develop or expand our business activities.

Unless we are able to obtain significant capital or realize a significant increase in our revenues, we will not be able to operate our business or continue development or administrative functions, including the continuation of the development of ***X-Stream Access***. In addition, we will require substantial additional capital to pursue our business strategy, to respond to new competitive pressures or to respond to opportunities to acquire complementary businesses or technologies. Our losses to date and our limited tangible assets may prevent us from obtaining additional funds on terms not unfavorable to us, if at all. Because we do not fit traditional credit lending criteria, it is difficult if not impossible for us to obtain loans or to access capital markets.

We have never had a positive cash flow from operations and we have not realized any significant revenues from our present business.

There can be no assurance that our revenues will increase or that any capital will be available to us on terms not unfavorable to us, if at all.

Because of our limited capital, unless we obtain substantial additional capital we may not have sufficient capital to continue as a going concern. As stated in the notes to our financial statements, because we have suffered recurring losses and have experienced severe liquidity problems, there is substantial doubt about our ability to continue as a going concern. Our auditors have included a statement to that effect in their report on our fiscal 2007 financial statements dated February 4, 2008.

Our current overhead expenses are approximately \$150,000 per month. In order for us to cover our monthly overhead expenses, we would have to generate revenues of approximately \$500,000 per month. Accordingly, in the absence of revenues, we will need to secure \$150,000 in equity or debt capital each month to cover our overhead expenses. In order to remain in business for one year without any revenues we would need to secure \$1.8 million in equity or debt capital. If we are unsuccessful in securing sufficient capital or revenues, we would have to cease business in approximately 90 days.

If we raise additional funds through the issuance of our equity securities, the percentage ownership of our stockholders will be reduced, we may undergo a change in control and stockholders may experience dilution which could substantially diminish the value of their common stock. One of the factors which generally affects the market price of publicly traded equity securities is the number of shares outstanding in relationship to assets, net worth, earnings or anticipated earnings and other financial items. If a public market is sustained for our shares, a material amount of dilution can be expected to cause the market price of our shares to decline. Furthermore, the public perception of future dilution can have the same effect even if the actual dilution does not occur.

Because our business is dependant upon software developed by Twisted Pair Solutions, Inc. and the continuance of our agreements with that company, if the agreements were to terminate or the software otherwise becomes unavailable to us, we would not then be able to operate our business and our stockholders can expect to lose their entire investment in us. We do not have the capability of developing, maintaining or improving software enabling unified group communications. We have instead chosen to utilize unified group communications software owned by Twisted Pair Solutions, Inc. under two separate agreements. Our reseller agreement may be terminated by Twisted Pair Solutions at any time without cause upon thirty days prior written notice to us. The other agreement which relates to an application service provider which we are developing has an initial term expiring in 2011, although it may be terminated sooner if we fail to comply with our contractual obligations which include annual and periodic payments to Twisted Pair Solutions. There can be no assurance that Twisted Pair Solutions will not terminate the reseller agreement with us at any time or that we will be able to comply with the terms and conditions of our other agreement with Twisted Pair Solutions or that if we do so comply, that Twisted Pair Solutions will agree to extend the agreement past the initial term.

If we are unable to compete successfully, we could lose or fail to gain market share and revenue. The unified group communications industry is extremely competitive. Over the past year, the number of companies entering our industry have increased dramatically. Competitive pricing pressures can negatively impact profit margins, if any. Competitors include Cisco Systems, Inc., Tyco Electronics Ltd., Catalyst Communications Technologies, Inc., Telex, Inc., Federal Signal Corporation and MutualLink, Inc. as well as Twisted Pair Solutions, Inc. and its other resellers and licensees.

These and other potential competitors are generally large and well capitalized and have substantially more experience than we do in our industry.

We may also face intense competition from traditional telephone companies, wireless companies, cable companies and alternative voice communication providers. We expect to face competition from cable companies which have added or are planning to add unified group communications or VoIP services to their existing product lines.

Our competitors' financial resources may allow them to offer services at prices below cost or without charge in order to maintain and gain market share or otherwise improve their competitive positions. Our competitors also could use their greater financial resources to offer more attractive service packages that include on-site installation and more robust customer service.

Any of the competitive factors could make it more difficult or impossible for us to attract and retain customers, cause us to lower our prices in order to compete and reduce our market share and revenues.

There can be no assurance that we will be able to increase our revenues or achieve profitability.

Because we cannot now determine if X-Stream Access will be successfully developed, we cannot assess its value to us, if any. We believe that to complete development of ***X-Stream Access*** we will require approximately \$125,000 which we do not now have. There can be no assurance that the funds required to complete development will not be substantially more than that amount or that we will be able to acquire any funds which may be used to complete development.

Because development of X-Stream Access has not been completed, we do not know if it will function as designed. If, after completion of development, ***X-Stream Access*** does not function substantially as designed, you can expect to lose all or substantially all of an investment in our shares.

Because the market for unified group communication services is likely to be characterized by rapid technological change, if we or Twisted Pair Solutions do not respond rapidly to technological changes or to changes in industry standards, our services could become obsolete. We may be unable to respond quickly or effectively to new developments because of our limited capital or otherwise. Furthermore, we cannot control whether Twisted Pair Solutions will make or will be capable of making necessary or desirable improvements or modifications in its unified group communications software on a timely basis, if at all.

We may experience difficulties with the development of software to be utilized as part of our business, hardware procurement, or marketing strategies that could delay or prevent our development, introduction or marketing of new services and enhancements. The introduction of new services by our competitors, the market acceptance of services based on new or alternative technologies or the emergence of new industry standards could render our existing or future services obsolete. If the standards adopted are different from those that we have chosen to support, market acceptance of our services, if any, may be significantly reduced or delayed.

If our services or software become technologically obsolete, we may be unable to sell our products in the marketplace and generate revenues.

If we are not able to obtain necessary licenses of third-party technology at acceptable prices, or at all, our products and services could become obsolete. From time to time, we may be required to license technology from third parties to develop new products or product enhancements. Third-party licenses may not be available or continue to be available to us on commercially reasonable terms. The inability to maintain or re-license any third-party licenses or to obtain any new third-party licenses to develop new products, services and product enhancements could require us to obtain substitute technology of lower quality or performance standards or at greater cost, and delay or prevent us from offering these products, services or enhancements, any of which could seriously harm the competitiveness of our services.

If the VoIP technology that we intend to use in connection with X-Stream Access infringes upon patents held by others, we could be held liable for large sums of money and may not be able to continue to provide VoIP services. In June 2006, Verizon Communications instituted legal proceedings against Vonage Holdings Corp. in the United States District Court in the Eastern District of Virginia. Verizon alleged that Vonage is infringing, as well as contributing to and inducing the infringement of at least seven of Verizon's patents relating to VoIP technology. Verizon sought a judgment which would enjoin Vonage from using the technologies which are the subject of the patents and to pay to Verizon substantial monetary damages. In March 2007, a jury determined that Vonage infringed several of Verizon's patents and will have to pay \$58 million to Verizon. Verizon has also obtained an injunction that banned Vonage from using the VoIP technology. We do not know if any of the technologies we are using or may use in the future are the subject of Verizon's or others' patents. If, however, any of them are the subject of such patents or any future patents, we could be materially adversely affected to the extent that we would not be able to continue our business.

Decreasing unified group communication services prices may cause us to lower our prices to remain competitive, which could, among other things, postpone or prevent our future profitability. Users who select our service offerings may switch to other service providers who may provide the same or similar services at lower prices, and we may be unable to use our price as a distinguishing feature to attract new customers in the future. Such competition or continued price decreases may require us to lower our prices to remain competitive, may result in reduced revenue and a loss of customers and may postpone or prevent our future profitability, if any.

Flaws in our technology and systems could cause delays or interruptions of service, damage our reputation, cause us to lose customers and limit our growth. If we are able to successfully develop and sell ***X-Stream Access***, our service may be disrupted by problems with our technology and systems, such as malfunctions in our software or other facilities and overloading of our network. Furthermore, our customers' ability to use our services would be Internet-dependent and our services may be subject to "hacker attacks" from the Internet, which could have a significant impact on our systems and services. If service interruptions adversely affect the actual or perceived reliability of our service, we may have difficulty attracting and retaining customers and our brand reputation and growth can be expected to suffer.

Our ability to provide X-Stream Access will be dependent upon, among other things, third-party facilities and equipment, the failure of which could cause delays or interruptions of our service, damage our reputation, cause us to lose customers and limit our growth. Our future success will depend in significant part upon our ability to provide quality and reliable service, which, in turn, is in part dependant upon the proper functioning of facilities and equipment owned and operated by third parties and is, therefore, beyond our control. *X-Stream Access* will require our customers to have an operative high speed Internet connection and an electrical power supply, which will be provided by the customer's Internet service provider and electric utility company, respectively, and not by us. The quality of some Internet connections may be too poor for customers to use our services properly. In addition, during any interruption to a customer's Internet service or electrical power supply, that customer will be unable to use our service.

Because our executive offices and equipment are located in South Florida, our service has and may, in the future, be disrupted by hurricanes or other catastrophic events. During the summer of 2005, as a result of a relatively minor hurricane, we lost power for approximately 24 hours. Future hurricanes or other events could result in substantially longer interruptions in service through power outages and damage or destruction to our equipment and our inability to have access to our premises.

We may not be able to maintain adequate customer care which could adversely affect our ability to grow and cause our financial results to be negatively impacted. Good customer care is important to acquiring and retaining customers. We may not be able to maintain or expand our customer care operations quickly enough to meet the needs of our customer base, in which case the quality of our customer care will suffer. If we are unable to hire, train and retain sufficient personnel to provide adequate customer care, we may fail to retain existing customers, experience slower or no growth and increased costs, any of which would cause us to be negatively impacted.

As a result of being a reporting company, we will incur increased costs that may place a strain on our resources or divert our management's attention from other business concerns. Because we are now required to file reports with the SEC, we will incur additional legal, accounting and other expenses that we did not incur in the past. The Securities Exchange Act of 1934 requires us to file annual, quarterly and current reports with respect to our business and financial condition, which will require us to incur legal and accounting expenses. The Sarbanes-Oxley Act requires us to maintain effective disclosure controls and procedures and internal controls for financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, significant resources and management oversight will be required. We expect the corporate governance rules and regulations of the SEC will increase our legal and financial compliance costs and make some activities more time consuming and costly. These requirements may place a strain on our systems and resources and may divert our management's attention from other business concerns, which could have a material adverse effect on our business, financial condition and results of operations. In addition, we may have to hire legal, accounting and financial staff with appropriate public company experience and technical accounting knowledge, which will increase our operating expenses in future periods.

We also expect these rules and regulations to make it difficult, if not impossible, and expensive for us to obtain director and officer liability insurance. Because we do not now have and may not be able to obtain such insurance in the future, we may not be able to attract and retain qualified persons to serve on our board of directors or as executive officers.

If we experience growth, there will be substantial demands on our management and operations. If we are not able to hire, train and retain the necessary personnel, or if these operational and reporting improvements are not implemented successfully, we may have to make significant additional expenditures and further draw management attention away from running our business to address these issues. The quality of our services could suffer, which could negatively affect our operating results and financial position.

Because we do not presently intend to register any of our securities under the Securities Exchange Act of 1934, certain information relating to us and the related regulatory framework may not be publicly available. Until such time, if any, that (a) on the last day of our then most recent fiscal year we have total assets exceeding \$10 million and a class of equity security held of record by 500 or more persons or (b) a class of our securities becomes registered on a national securities exchange, we will not be required to register our securities with the SEC under the Securities Exchange Act of 1934. In the absence of any such registration, we will not be required to file with the SEC proxy soliciting material or information statements and our officers and directors and certain beneficial owners will not be required to file with the SEC reports of initial and changes in beneficial ownership nor will such persons be statutorily required to disgorge short swing profits to us. Furthermore, unless such securities are so registered, the SEC's tender offer regulations will not be applicable to us.

Because much of our potential success and potential value may lie in our use of X-Stream Access, if we fail to protect it, our business could be materially adversely affected. We anticipate that our ability to compete effectively will be dependent, in substantial part, upon the maintenance and protection of ***X-Stream Access***. We have no patents and do not intend to apply for any patents. We intend to rely on trade secret laws, as well as confidentiality procedures and licensing arrangements, to establish and protect our rights to the technology. We intend, in the future, to enter into confidentiality or license agreements in an effort to control access to and distribution of our proprietary information. Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use the technology without authorization. Policing unauthorized use of the technology is difficult. The steps we take may not prevent misappropriation of the technology we rely on. In addition, effective protection may be unavailable or limited in many jurisdictions outside the United States. Litigation may be necessary in the future to enforce or protect our rights or to determine the validity and scope of the rights of others. Even if we were to acquire the financial resources to pursue litigation, it could cause us to incur substantial costs and divert resources away from our daily business, which in turn could materially adversely affect our business.

We may be subject to damaging and disruptive intellectual property litigation. Intellectual property litigation could be time-consuming and expensive, divert attention and resources away from our daily business, impede or prevent delivery of our products and services; and may require us to pay significant royalties, licensing fees and damages.

Parties making claims of infringement may be able to obtain injunctive or other equitable relief that could effectively block our ability to provide our services and could cause us to pay substantial damages. In the event of a successful claim of infringement, we may need to obtain one or more licenses from third parties, which may not be available at a reasonable cost, if at all. The defense of any lawsuit could result in time-consuming and expensive litigation, regardless of the merits of such claims, and could also result in damages, license fees, royalty payments and restrictions on our ability to provide our services, any of which could harm our business. See “Our Business – Intellectual Property.”

The use of our service will require our customers to have an operative broadband connection, and if the adoption of broadband service does not progress as we expect or if it increases in price, the market for our services may not grow and we may not be able to grow our business and increase our revenue. If the adoption of broadband service does not continue to grow, the market for our services may not grow. As a result, we may not be able to increase our revenue and become profitable.

Future disruptive new technologies could have a negative effect on our businesses. VoIP technology, which our business is, in part, based upon, did not exist and was not commercially viable until relatively recently. VoIP technology is having a disruptive effect on traditional telephone companies, whose businesses are based on other technologies. We also are subject to the risk of future disruptive technologies. If new technologies develop that are able to better deliver competing voice or data services or to deliver them at lower prices or more conveniently, it would have a material adverse effect on us.

We are dependent on a small number of individuals, and if we lose the services of any person upon whom we are dependent, we will be adversely affected. Our future success depends to a considerable degree on the vision, skills, experience and effort of our management and certain of our consultants. We do not have an employment agreement with any of our employees, including our management, or a long term agreement with any of our consultants. If we lose the services of any of them, or if members of our management do not work well together, it would have an adverse effect on our business.

The unpredictability of our quarterly results may adversely affect the market price, if any, of our common stock. We expect that our revenues, if any, and operating results will vary significantly from quarter to quarter due to a number of factors, many of which are outside of our control. The primary factors that may affect our revenues and operating results include the following:

- fluctuation in demand for our products and services;
- the length and variability of the sales cycle for our services;
- new product introductions and service enhancements by our competitors;
- the timing of revenue recognition and amount of deferred revenues;
- changes in our pricing policies, the pricing policies of our competitors and the prices of the vendors we buy services from;
- costs related to acquisitions of complementary services, technologies or businesses; and
- general economic and political conditions, as well as those specific to the telecommunications, networking and related industries.

Because companies in our industry whose employees accept positions with competitors frequently claim that their competitors have engaged in unfair hiring practices, we may be faced with material litigation.

We could incur substantial costs defending ourselves or our employees against those claims, regardless of their merits. In addition, defending ourselves from those types of claims could divert our management's attention from our operations. If we are found liable in connection with any employment claim, we may incur significant costs that could adversely impact our financial condition and results of operations.

We could face exposure to substantial liabilities arising from our services. We cannot assure you that we will not be subject to liability arising from the use of our products or services, or that any product liability coverage we obtain will be adequate to protect against claims which may be asserted against us by our customers or others. We do not now have any product liability insurance and there can be no assurance that even if such insurance becomes available to us at reasonable rates, we will have the financial resources to purchase the insurance.

Because of the amount of our common stock owned by three persons, it is unlikely that any other holder of common stock will be able to affect our management or direction. On March 17, 2008, our officers and directors and Steven M. Williams were deemed to beneficially own approximately 34% of our outstanding common stock. Accordingly, if these stockholders act together as a group, they would likely be able to control the outcome of stockholder votes, including votes concerning the election of directors, the adoption or amendment of provisions in our articles of incorporation and bylaws and the approval of significant corporate transactions. The existence of ownership concentrated in a few persons may have the effect of delaying or preventing a change in management or voting control. Furthermore, the interests of our controlling stockholders could conflict with those of our other stockholders.

Because our common stock is considered to be a "penny stock," our stockholders' ability to sell their shares in a public market may be significantly impaired by the Securities and Exchange Commission's penny stock rules. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. In addition, the penny stock rules generally require that prior to a transaction in a penny stock the broker-dealer make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for a stock that is or becomes subject to the penny stock rules. In addition the burdens imposed upon broker-dealers by the penny stock rules may discourage broker-dealers from effecting transactions in our common stock, which could severely limit its liquidity.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements relating to events anticipated to or which may happen in the future. These forward-looking statements are based on the beliefs of our management, as well as assumptions made by and information currently available to our management. Forward-looking statements also may be included in other written and oral statements made or released by us. You can identify forward-looking statements because they do not relate strictly to historical or current facts. The words “believe,” “anticipate,” “intend,” “expect,” “estimate,” “project” and similar expressions are intended to identify forward-looking statements. Forward-looking statements describe our present expectations of what we believe are most likely to occur or may be reasonably achievable in the future, but they do not predict or assure any future occurrence and may turn out to be wrong. Forward-looking statements are subject to both known and unknown risks and uncertainties and can be affected by inaccurate assumptions we might make. Consequently, no forward-looking statement can be guaranteed. Actual future results may and most likely will vary materially. We may not publicly update any forward-looking statements to reflect new information or future events or occurrences. The statements reflect our current views with respect to future events and are subject to risks and uncertainties about us, including, among other things:

- our ability to market our services successfully to potential customers;
- our ability to obtain sufficient capital to stay in and develop our business;
- Twisted Pair Solutions’ decision whether to terminate our reseller agreement with it;
- our ability to comply with the provisions of our agreements with Twisted Pair Solutions;
- our ability to successfully complete the development of *X-Stream Access*;
- the possibility of unforeseen capital expenditures and other investments required to maintain our business, deploy new technologies or to effect new business initiatives;
- our ability to access markets and finance network developments and operations;
- additions or departures of key personnel;
- competition, including the introduction of new products, services and pricing plans by our present and prospective competitors;

- existing and future laws or regulations affecting us and our business and our ability to comply with these laws or regulations;
- our reliance on the other telecommunications companies' operating systems and provisioning processes;
- technological innovations;
- the outcome of legal and regulatory proceedings;
- general economic, political and business conditions; and
- other factors described in this prospectus.

We caution you not to place undue reliance on our forward-looking statements, which speak only as of the date of this prospectus.

DILUTION

The following table sets forth certain information relating to the immediate and substantial dilution in our net tangible book value to be absorbed by purchasers of the 1,592,500 shares being offered by us upon exercise of warrants.

Net tangible book value per share on December 31, 2007	\$(0.0021)
Net tangible book value per share on December 31, 2007 if the shares offered by us through this prospectus were sold on that date *	\$ 0.0072
Amount of increase in net tangible book value per share attributable to cash payments made by purchasers of the shares being offered by us *	\$ 0.0093
Amount of the immediate per share dilution from the public offering price which will be absorbed by purchasers *	\$ 0.1878
Cash contribution of purchasers *	\$309,125

* Assumes all of the shares underlying warrants being offered by this prospectus are purchased.

The immediate and substantial dilution could adversely affect the value of our shares.

USE OF PROCEEDS

If all of the 1,592,500 shares underlying warrants which are being offered by this prospectus are purchased, we will receive gross proceeds of \$309,125. We intend to use any net proceeds we receive from the sale of such shares for working capital and other corporate purposes. We cannot assure you that any of the shares will be purchased or that sufficient shares will be purchased to cover our cost of the offerings made by this prospectus.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

You should read the following discussion and analysis in conjunction with the Consolidated Financial Statements in this prospectus, the Notes thereto, and the other financial data appearing elsewhere in this prospectus.

The information set forth in this Management's Discussion and Analysis contains certain "forward-looking

statements,” including, among others (i) expected changes in our revenues and profitability, (ii) prospective business opportunities and (iii) the our strategy for financing our business. Forward-looking statements are statements other than historical information or statements of current condition. Some forward-looking statements may be identified by use of terms such as “believes,” “anticipates,” “intends” or “expects.” These forward-looking statements relate to our plans, objectives and expectations for future operations. Although we believe that its expectations with respect to the forward-looking statements are based upon reasonable assumptions within the bounds of our knowledge of our business and operations, in light of the risks and uncertainties inherent in all future projections, the inclusion of forward-looking statements in this prospectus should not be regarded as a representation that our objectives or plans will be achieved. In light of the risks and uncertainties, there can be no assurance that actual our results, performance or achievements will not differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. The foregoing review of important factors should not be construed as exhaustive. We undertake no obligation to release publicly the results of any future revisions we may make to forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

General

From inception on November 15, 1999 through February 28, 2005 we were a development stage company or inactive, generated no revenue and incurred cumulative net losses of \$488,642. In February 2005, we acquired certain VoIP assets from Interactive Media Technologies, Inc. (“IMT”) under an Asset Purchase Agreement. These assets enabled us to begin generating revenue by providing VoIP services to customers. Prior to August 1, 2007, we marketed our VoIP services primarily in foreign countries using independent resellers and commissioned sales agents. Due to increased competition and additional government regulation and taxation it became increasingly difficult to earn a profit marketing VoIP services and on August 6, 2007 we sold certain equipment and software used to operate the VoIP business, the proceeds of which were used to reduce our liabilities. On October 11, 2007 we sold additional assets used in the operations of the VoIP business and discontinued selling VoIP services. Following the August 2007 asset sale we decided to concentrate on marketing unified group communications services to public and private enterprises and to continue to develop an application service provider solution for voice interoperability.

Results of Operations (comparison of three months ended December 31, 2007 and 2006)

Revenues were \$200,397 and \$468,268 for the three months ended December 31, 2007 and 2006, respectively. The decrease was a result of the Company's decision to exit the wholesale VoIP termination business. Revenues for wholesale VoIP termination were \$17,289 and \$468,268 for three months ended December 31, 2007 and 2006, respectively. Revenues from the sale of equipment and software were \$182,568 and \$0 for the three months ended December 31, 2007 and 2006, respectively.

Cost of revenues for wholesale VoIP termination was \$22,417 and \$368,291 for the three months ended December 31, 2007 and 2006, respectively. Gross profits (losses) were \$(4,518) and \$99,977 from VoIP termination in the three months ended December 31, 2007 and 2006, respectively. Overall gross profits were \$38,222 for the three months ended December 31, 2007 and \$99,977 for the three months ended December 31, 2006. Cost of revenues from the sale of equipment and software was \$139,758 for the three months ended December 31, 2007 resulting in a gross profit of \$42,810 for a gross profit margin of 23.4%.

Selling expenses were \$60,238 and \$42,662 for the three months ended December 31, 2007 and 2006, respectively. Agent commissions and customer service expenses were \$0 and \$34,986 for the three months ended December 31, 2007 and 2006, respectively, due to the elimination of commissioned agents and customer service personnel for the wholesale VoIP termination business. Advertising/marketing and travel and entertainment expenses were \$60,238 and \$13,207 for the three months ended December 31, 2007 and 2006, respectively. The increase was the result of increased spending to continue the development of the unified group communications business.

Total operating expenses were \$406,638 and \$241,754 for the three months ended December 31, 2007 and 2006, respectively. The increase was primarily due to a \$46,627 increase in professional fees and consulting services in connection with the development of our unified group communications business and \$66,292 in expenditures on research and development for our *X-Stream Access* hosted group communications solution and our AM-360 IP gateway devices.

As a result of the additional expenses, our exit from the wholesale VoIP termination business and continued development of the unified group communications business, our net losses were \$371,578 and \$146,246 for the three month periods ended December 31, 2007 and 2006, respectively.

Results of Operations (comparison of fiscal years ended September 30, 2007 and 2006)

Our revenues were \$1,774,503 and \$1,806,193 for fiscal years ended September 30, 2007 and 2006, respectively. Revenue from wholesale VoIP services was \$1,636,149 and \$1,806,193 for fiscal years ended September 30, 2007 and 2006, respectively. The decrease of 2% was primarily due to the decreased revenues in our former VoIP business. During the fiscal year ended September 30, 2007, we generated \$138,354 in revenues from the sale of unified group communications services.

Cost of revenues for VoIP services was \$1,481,513 and \$1,444,422 for the fiscal years ended September 30, 2007 and 2006, respectively. The cost of VoIP termination increased while revenues decreased because of increased competition and higher termination costs. Gross profits in VoIP termination declined from 20% in 2006 to 9.5% in 2007. Cost of revenues for unified group communications services was \$67,947 in fiscal 2007. Gross profits in unified group communication services were 50.9%.

Selling, general and administrative expenses were \$1,653,449 and \$1,164,023 for the fiscal years ended September 30, 2007 and 2006, respectively. The 40% increase was primarily the result of an increase in research and development expense and increased administrative expenses in connection with our unified group communications business.

Net operating losses were \$1,428,406 and \$802,252 for the fiscal years ended September 30, 2007 and 2006, respectively. The 56% increase in losses was primarily due to declining margins in our former VoIP

business and increased expenses as described above.

Trends and Uncertainties

We have chosen to concentrate on developing the business of providing unified group communication solutions to public and private enterprises and bringing our hosted interoperability service, *X-Stream Access*, to market. Our ability to grow our professional services business and bring our *X-Stream Access* product to market is critical to our revenues, financial position liquidity, plan of and results of operations.

In order to become more competitive and increase our revenues, we will need to hire additional employees over the next six months. There is no assurance that we will be able to hire qualified personnel or have the financial resources to retain our current employees.

Liquidity and Capital Resources

Cash and cash equivalents increased by \$133,225 during the fiscal year ended September 30, 2007 to \$152,825. Net cash used in operating activities for the fiscal year ended September 30, 2007 was \$1,332,595 as compared to \$467,154 for the prior fiscal year due primarily to an increase in operating expenses, lower margins and research and development expenses. We funded our operating activities during the year through financing activities that generated net proceeds of \$1,620,002.

At September 30, 2007 our total liabilities were approximately \$550,000, which included \$240,000 in notes payable.

Cash and cash equivalents decreased \$131,768 during the three months ended December 31, 2007 to \$21,057. Net cash used in operating activities for the three months ended December 31, 2007 was \$378,246 as compared to \$41,531 provided by operating activities in the three months ended December 31, 2006. This increase in operating expenses, was primarily due the expenses related to our unified group communications business and research and development expenses. We funded our operating activities during the quarter, in part, through financing activities that generated net proceeds of \$229,000.

Our current overhead expenses are approximately \$150,000 per month. In order for us to cover our monthly overhead expenses, based on our current business activities, we would have to generate approximately \$500,000 in revenues per month. Accordingly, in the absence of revenues, we will need to secure \$150,000 in equity or debt capital each month to cover our overhead expenses. In order to remain in business for one year without any revenues we would need to secure \$1.8 million in equity or debt capital. If we are unsuccessful in securing sufficient capital or revenues, we would have to cease business in approximately 90 days.

In order to execute our business plan, we will need to acquire substantial additional capital. Our independent certified public accountants have stated in their report for the fiscal year-end that there is a substantial doubt about our ability to continue as a going concern. In the absence of significant revenue and profits, we will be completely dependent on additional debt and equity financing. There can be no assurance that any financing will be available to us, or if it is available, that it will be sufficient to fund our capital expenditures, working capital and other cash requirements. Furthermore we cannot assure you that any such additional funding that may be available can be obtained on terms not unfavorable to us. If we are unable to raise needed funds on acceptable terms, we will not be able to execute our business plan, develop or enhance existing services, take advantage of future opportunities, if any, or respond to competitive pressures or unanticipated requirements. If we do not obtain sufficient capital, we will not be able to continue operations.

Off-Balance Sheet Transactions

There are no off-balance sheet transactions.

OUR BUSINESS

Background

From November 1999 until December 2001, we were a development stage company that was unsuccessful in our development activities. Between December 2001 and October 2004 we were inactive. In October 2004 we began the process of engaging in the Voice over Internet Protocol, or VoIP, business.

On February 25, 2005 we acquired the VoIP assets of Interactive Media Technologies, Inc., or IMT. The assets consisted of certain equipment and software necessary to operate a VoIP business. On March 31, 2005, we changed our name to GlobalTel IP, Inc. See “Security Ownership of Certain Beneficial Owners and Management” and “Certain Transactions.”

Prior to August 1, 2007, we marketed our VoIP services primarily in foreign countries using independent resellers and commissioned sales agents. Due to increased competition and additional government regulation and taxation, it became apparent to us that it would be extremely difficult for us to profitably market VoIP services. In August 2007 we sold certain equipment and software used to operate the VoIP business to IMT. In October 2007 we sold additional assets used in the operations of the VoIP business and discontinued selling VoIP services.

In 2006, we entered into a reseller agreement with Twisted Pair Solutions, Inc. for its WAVETM (*Wide Area Voice Environment*TM) software. In addition, in 2006 we entered into an application service provider license agreement with Twisted Pair Solutions pursuant to which we were granted the nonexclusive and nontransferable right and license to install, store, operate, market, license and use certain WAVE components directly to end users in connection with a hosted application we are developing.

Prior to August 2007, marketing of WAVE software and components had not constituted a material part of our business. Since that time our business strategy is to concentrate on marketing unified group communications services through the use of WAVE to public and private enterprises and to continue to develop an application service provider solution for voice interoperability.

In January 2008, through a wholly owned subsidiary, we entered into a ten year “Management Outsource Agreement” with a Kuwait Company, Phantom Telecom, Co. (PTC-Kuwait). The agreement provides us the opportunity to receive a percentage of telecommunication services net-revenue generated by PTC-Kuwait and reimbursement for certain designated expenses. The agreement is subject to conditions and requirements, including those imposed by the Ministry of Communications in Kuwait. We are obligated to provide staff and technical resources and equipment to fulfill its obligations under the agreement. In connection with the agreement, we issued 1,000,000 shares of our common stock to PTC-Kuwait and a warrant to purchase an additional 3,000,000 shares of our common stock at \$.33 per share. The warrant expires on December 31, 2008. We have expended approximately \$80,000 in connection with the Management Outsource Agreement. We do not have sufficient capital to provide the necessary staff and technical resources and there can be no assurance that we will ever be able to do so, In addition, there can be no assurance that we will ever realize any revenues in connection with Management Outsource Agreement. PTC-Kuwait is a recently organized entity and we are not aware of the extent of its assets, if any.

Need for Unified Group Communications

Although public safety personnel regularly use cellular phones, personal digital assistants (PDAs), and other commercial wireless devices and services, we believe that these devices are currently not sufficiently suited for public safety mission critical communications during critical incidents. As an example, hundreds of firefighters and police officers rushed to rescue victims from the attack on the World Trade Center on September 11, 2001. As police and firefighters swarmed the building searching for survivors, incident commanders outside were hearing warnings from helicopters circling the scene from above that the towers were beginning to glow and were dangerously close to collapse. Radio communications were a lifeline for the hundreds of police officers who received the word to evacuate the building—all but 60 police officers escaped with their lives. Tragically, hundreds of New York firefighters did not receive that warning because they were using a different radio communications system. Unaware of the impending collapse, at least 121 firefighters, most within striking distance of safety, died. A report from the University of New Hampshire based ATLAS Project stated, “From numerous interviews gathered as part of a fire department inquiry into the events of September 11th, it would appear that noninteroperability was at least partially responsible for the loss of 343 firefighters at the World Trade Center.”

We believe that public safety officials should not depend solely on commercial communication systems that can be overloaded and which may be unreliable during critical incidents when public demand can overwhelm the systems. Public safety officials have unique and demanding communications requirements. Optimal public safety radio communication systems require:

- Dedicated channels and priority access that is available at all times to handle unexpected emergencies.
- Reliable one-to-many broadcast capability, which is not generally available in cellular systems.
- Highly reliable and redundant networks that are engineered and maintained to withstand natural disasters and other emergencies.
- The best possible coverage within a given geographic area, with a minimum of dead zones.
- Unique equipment designed for quick response in emergency situations—dialing, waiting for call connection, and busy signals are unacceptable during critical events when seconds can mean the difference between life and death.

We believe that the WAVE software when properly used can add value, redundancy and alternative methods of communicating for radios and radio systems and the personnel who use them.

Twisted Pair Solutions, Inc.'s WAVE Software

Twisted Pair Solutions' WAVE software has been designed to enable and manage real-time, secure group communications over the IP network, linking people and devices. WAVE connects people who are using disparate and often incompatible communications technologies, such as two-way radios, personal computers, cell phones, and IP phones, into a single, interoperable and manageable communications system via IP communications technology.

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WAVE technology consists of software building blocks and development tools designed to convert all forms of communication to IP packets, use a network to carry those packets between endpoints, and build distributed intelligence and management capabilities at the network edge to connect the endpoints together. The technology converts communications from individual users' devices into group-level IP packets that can be forwarded to other devices and users. Once brought into a WAVE domain, these interoperable communication sessions are subject to management and security controls, and may be bridged, recorded, joined into conferences, or routed to devices outside of the system.

WAVE supports both voice and data media types. In addition, status, presence and adaptive transport network management provide for rich collaboration among group communications participants. The result is that groups of people can talk and share real-time data, with full control, regardless of the devices or systems used. With audio data converted into IP packets and streamed across a network, a new set of devices can directly link together and participate simply and easily in critical communications.

We have been advised by Twisted Pair Solutions that claims based upon the WAVE technology are the subject of a patent application filed by or on behalf of it with the United States Patent and Trademark Office. There can be no assurance that any patent will be issued as a result of the application or, if issued, that it will be meaningful. Furthermore the validity of issued patents are frequently challenged by others. One or more patent applications may have been filed by others previous to the Twisted Pair Solutions' filing which encompass the same or similar claims.

We have no right to sell, license or otherwise utilize WAVE other than through our written agreements with Twisted Pair Solutions as described below.

Our Agreements with Twisted Pair Solutions, Inc.

Reseller Agreement

In May 2006, we entered into a reseller agreement with Twisted Pair Solutions. Subject to the terms and conditions of the agreement, Twisted Pair Solutions appointed us as a nonexclusive authorized worldwide reseller of its products. We have the right to purchase products from Twisted Pair Solutions and to resell the products to end users.

We have agreed to provide all necessary implementation services and support, including but not limited to the tools, expertise, and resources required for design, installation, integration, and/or upgrades, for all products sold by us as a reseller through either our own internal resources or contracting with Twisted Pair Solutions' approved subcontractor partners. There can be no assurance that we will have the resources to perform the required implementation services and support.

We have further agreed to maintain trained sales representatives and sales and integration engineers in the number determined by Twisted Pair Solutions. There can be no assurance that we will have the resources to maintain such representatives and engineers.

For each product we resell, we are responsible for either the sale of the appropriate annual renewal and update subscription or submittal to Twisted Pair Solutions of written waiver of software updates signed by the end user. In the event an end user purchases or renews the update subscription directly from Twisted Pair Solutions, we will not receive any compensation associated with the sale.

Twisted Pair Solutions has granted to us a non-exclusive, limited license during the term of the agreement to use both Twisted Pair Solutions' name and any stylized form or logo used by Twisted Pair Solutions and the applicable product trademarks solely in connection with our distribution, advertising and promotion of the products. The exclusive ownership of the trademarks has been retained by Twisted Pair Solutions.

The prices we pay for the products will be set by Twisted Pair Solutions. Twisted Pair Solutions may change prices, discount schedules, and any other similar terms on sixty days notice to us. Subject to Twisted Pair Solutions' ability to impose maximum resale price limitations, we are free to determine our resale prices. There can be no assurance that the prices we are required to pay to Twisted Pair Solutions or the maximum resale price limitations will not significantly adversely affect our ability to make sales or operate profitably.

Other than with respect to patents, each party's liability to the other party under the agreement is limited to the total payment made by us to Twisted Pair Solutions in the most recent full calendar year. In the event that any claims are successfully made against us with respect to Twisted Pair Solutions' products, it is likely that our exposure will be substantially greater than Twisted Pair Solution's obligation to us.

The agreement may be terminated by Twisted Pair Solutions or us at any time without cause upon thirty days prior written notice to the other party. If Twisted Pair Solutions were to terminate the agreement, we would not be entitled to purchase or resell any of its products under the agreement.

Application Service Provider License Agreement

In August 2006, we entered into an application service provider license agreement with Twisted Pair Solutions. Subject to the terms and conditions of the agreement, Twisted Pair Solutions granted to us a nonexclusive and nontransferable right to install, store, operate and use certain WAVE components and market and license access to those components within North America, Central America and South America directly to end users solely as a part of a hosted service operated and maintained by us. The hosted service, which we call ***X-Stream Access***, is under development as described below.

Twisted Pair Solutions also granted to us the nonexclusive and nontransferable right and license to use and display certain trademarks of Twisted Pair Solutions solely in connection with and only to the extent reasonably necessary for the marketing, license of access to and support of the hosted service during the term of the agreement.

We have agreed to supply all equipment, software and services, other than the licensed WAVE components, necessary for the operation and maintenance of *X-Stream Access* and to operate and to maintain *X-Stream Access* in good working order to ensure full functionality and availability for commercial or consumer customers at least 99.5% of the time, or in the case of government customers, 99.9% of the time. There can be no assurance that we will be able to obtain sufficient capital to supply the requisite equipment, software and services or maintain the requisite functionality and availability .

Although Twisted Pair Solutions has agreed to indemnify us against claims made by third parties arising from infringement of certain intellectual property rights, Twisted Pair Solutions' total obligation to us will not exceed the amount paid by us to Twisted Pair Solutions during the previous twelve months for the licensed product giving rise to such claims. In addition, the agreement provides that Twisted Pair Solutions' liability for direct damages for any cause whatsoever, and regardless of the form of action, shall not exceed the amount received by Twisted Pair Solutions from us during the previous twelve months for the licensed product(s) giving rise to such claim. In the event that any such claims are successfully made against us or we incur such damages, it is likely that our exposure will be substantially greater than Twisted Pair Solution's obligation to us.

Among the fees that we are required to pay to Twisted Pair Solutions are an annual support fee, minimum monthly fees, license fees based upon revenues we receive and a commission based upon billable subscriber minutes. There can be no assurance that we will be financially able to pay the requisite fees to Twisted Pair Solutions.

The initial term of the agreement is five years. Unless earlier terminated for breach, or unless either party notifies the other in writing, not later than three months prior to expiration of the initial term, of its intention to terminate the agreement, the agreement will automatically renew at the end of the initial term for successive twelve month terms.

Twisted Pair Solutions may terminate the agreement upon a breach by us of any of its material terms if the breach is not cured within sixty calendar days after written notice is given to us. Twisted Pair Solutions may also terminate the agreement if we fail to meet our payment obligations under the agreement and the failure continues for thirty days following written notice and demand from Twisted Pair Solutions.

Sale Of Unified Group Communication Solutions

We offer to design and customize, open-standard audio and voice collaboration solutions for prospective customers that will result in a unified group communication system. We intend to consider aspects of a potential customer's information technology resources and existing telecommunications network in creating a design best suited for that customer. We anticipate that substantially all of our designs for unified group communication solutions will require the integration of WAVE software as a core component. We have designed, built and installed two unified group communication solutions as of the date of this prospectus, both of which utilize WAVE software.

Revenue from installations can be generated from the amount we charge to design, build, install and support a system. We also intend to generate revenues from a maintenance contract once a unified group communication solution is installed and tested. There can be no assurance that we will realize any meaningful levels of revenues from the design and building of unified group communication solutions in the future, if at all.

Prior to and subsequent to sales we have made to two airport authorities, we have had discussions with more than ten other airport authorities as well as airlines in the United States and abroad to design, build and install voice interoperability solutions. Those discussions have not resulted in any sales.

Hosted Unified Group Communication Services

We are in the process of developing a hosted or application service provider solution for unified group communications which we refer to as *X-Stream Access*. If we successfully develop *X-Stream Access*, we intend to make it available to prospective customers on a monthly subscription basis. We believe that *X-Stream Access* can eliminate the high cost factor as a barrier to certain prospective customers who wish to implement a unified group communications system. We further believe that the cost to a prospective customer to purchase a unified group communications system that does not have the requisite equipment can range from \$20,000 to as much as several hundred thousand dollars depending on the size of the enterprise and the number of endpoints to be connected. Potential *X-Stream Access* customers can subscribe to service for a monthly fee.

X-Stream Access is being designed to utilize WAVE software and allow a customer's personnel to communicate at any time, on any type of existing communication device. *X-Stream Access* combines WAVE™ software, information technology and telecommunications system to integrate together to provide total voice interoperability for all of an organization's existing communication devices.

We believe *X-Stream Access* can be used by public safety agencies, defense departments, financial institutions and other public and private organizations. We believe that customers will find *X-Stream Access* to be secure and easy to deploy with minimal, if any, downtime, and be scalable for unlimited growth depending on the needs of the customer.

The key components of the *X-Stream Access* hosted interoperability solution are an IP gateway to convert analog signals to digital packets over a secure IP network to route inbound and outbound traffic and WAVE software.

The *X-Stream Access* IP Network is co-located at the NAP (Network Access Point) of the Americas in Miami, Florida. The network is operational, fully redundant, has unlimited access to bandwidth and is highly secure. The network is managed by us from our corporate offices in Boca Raton, Florida.

We believe that the benefits to prospective customers of *X-Stream Access* include:

- Minimal initial investment;
- Improvement in group collaboration by allowing personnel to communicate at any time regardless of device;
- Communication one-to-one, one-to-many, many-to-one or many-to-many;
- Management of costs by adding and paying for user groups and devices on a monthly basis;
- Revitalization of existing two-way radio systems, cell phones, standard or IP telephones, PCs, and PDAs regardless of hardware, manufacturer, carrier or frequency bands;
- Scalability to meet growing needs;
- Simplification of communications with a managed service; and
- Improvement in response time in critical situations.

Unless we are able to obtain significant capital or realize a significant increase in our revenues, we will not be able to continue the development of *X-Stream Access*. In addition, even if we are able to complete the development of *X-Stream Access*, there can be no assurance that it will operate as designed or that it will generate any meaningful revenues.

Marketing

We intend to market the sale of unified group communication solutions through our Vice President of Sales and Marketing and a sales executive. Our sales executive has been assigned the aviation industry as his target market.

We intend to market *X-Stream Access* through direct sales and through authorized agents. The proposed agents include radio, cellular telephone, computer and telecommunications suppliers. Our Vice President of Marketing will be responsible for recruiting authorized agents. We have not recruited any agents and there can be no assurance that we will be successful in recruiting any agents.

Competition

The unified group communications industry is extremely competitive. Over the past year, the number of companies entering our industry has increased dramatically. Competitive pricing pressures can negatively impact profit margins, if any. Competitors include Cisco Systems, Inc., Tyco Electronics Ltd., Catalyst Communications Technologies, Inc., Telex, Inc., Federal Signal Corporation and MutualLink, Inc. as well as Twisted Pair Solutions and its other resellers and licensees.

These and other potential competitors are generally large and well capitalized and have substantially more experience than we do in our industry.

We expect to face intense competition from traditional telephone companies, wireless companies, cable companies and alternative voice communication providers. We may also face intense competition from cable companies which have added or are planning to add VoIP services or unified group communication services to their existing product lines.

The traditional wireline and wireless telephone service providers and cable companies are substantially larger and better capitalized than we are and have the advantage of a large existing customer base. Because substantially all of our prospective customers are already purchasing communications services from one or more of these providers, our success may be dependent upon, among other things, our ability to attract target customers away from their existing providers. These potential competitors could focus their substantial financial resources to develop competing technology that may be more attractive to potential customers than what we offer.

Our competitors' financial resources may allow them to offer services at prices below cost or without charge in order to maintain and gain market share or otherwise improve their competitive positions. Our competitors also could use their greater financial resources to offer more attractive service packages that include on-site installation and more robust customer service. In addition, because of the other services our competitors provide, they may choose to offer unified group communication services as part of a bundle that includes other products, such as VoIP telephone service, video, high speed Internet access and wireless telephone service, which we do not and cannot offer. This bundle may enable our competitors to offer unified group communication service at price levels with which we may not be able to compete or to offer functionality that integrates that service with their other offerings, both of which may be more desirable to consumers. Any of these competitive factors could make it difficult or impossible for us to attract and retain customers, cause us to lower our prices in order to compete and reduce our market share and revenues.

There can be no assurance that we will be able to increase our revenues or achieve profitability.

Intellectual Property

Our business is dependent on the intellectual property, some of which we have developed for our software and hardware applications. We do not have any patents, trademarks or trade secret confidentiality agreements. For projects that are in development, we intend to rely on intellectual property rights afforded by trademark and trade secret laws, as well as confidentiality procedures and licensing arrangements, to establish and protect our rights to our technology and other intellectual property. There is no assurance that these procedures and arrangements will be adequate in protecting our intellectual property.

Physical Property

We lease approximately 1,840 square feet for our principal offices in Boca Raton, Florida from an unaffiliated party at a monthly rental of approximately \$5,000. The lease, which provides for annual increases of base rent of 3%, expires on June 30, 2011.

We believe that other suitable facilities will be available to us upon the expiration of the lease at comparable rates.

We own computer servers, routers and telephony switches as well as office equipment such as computers, printers and software.

Employees

On March 17, 2008 we had six employees, inclusive of our two executive officers. We also had five consultants, of which three were on a full time and two were on a part time basis.

MANAGEMENT

Executive Officers, Directors and Significant Employee

Set forth below are the name, age, position, and a brief account of the business experience of each of our executive officers and directors. Each of our directors holds office until the next annual meeting of shareholders and until the director's successor is elected and qualified or until the director's resignation or removal. Each of our executive officers holds office until the next annual meeting of shareholders.

NAME	AGE	POSITIONS
Larry M. Reid	63	President, Chief Executive Officer, Chief Financial Officer and a director
Michael J. Gutowski	49	Vice President of Sales and Marketing and a director
Carlos A. Barreiro	41	Chief Technical Officer

Larry M. Reid has been a member of our Board of Directors since 1999 and our President since September 2006. He was also our President from 1999 to March, 2005 at which time he became our Executive Vice President and Chief Financial Officer. From December 2001 until September

2005, Mr. Reid was the Chief Financial Officer and a director of Connectivity Inc., which was primarily engaged in the manufacture and distribution of emergency call boxes. In April 2003, Connectivity Inc. was acquired by Arrow Resources Development, Inc. at which time Mr. Reid became the Executive Vice President and a director of that company. Mr. Reid left Arrow Resources Development, Inc. because, notwithstanding the terms of his written employment agreement with Arrow, his salary was not paid. After Mr. Reid left Arrow, he instituted litigation against Arrow Resources Development, Inc. based upon non-payment of his salary. Arrow Resources Development, Inc. asserted counterclaims against Mr. Reid to the effect that Mr. Reid had engaged in fraudulent activities against Arrow Resources Development, Inc. Mr. Reid denied all of Arrow Resources Development, Inc.'s substantive counterclaims. The parties settled the litigation without any admission of wrongdoing by Mr. Reid.

Michael J. Gutowski has held his present positions with us since March 2005. From November 1999 to December 2002 Mr. Gutowski was the Chief Executive Officer and a director of Connectivity Inc., which was primarily engaged in the manufacture and distribution of emergency call boxes. In April 2003, Connectivity Inc. was acquired by Arrow Resources Development, Inc. at which time Mr. Gutowski became the President, Chief Operating Officer and a director of that company. Mr. Gutowski left Arrow Resources Development, Inc. in September 2004 because, notwithstanding the terms of his written employment agreement with Arrow, his salary was not paid. After Mr. Gutowski left Arrow, he instituted litigation against Arrow Resources Development, Inc. based upon non-payment of his salary. Arrow Resources Development, Inc. asserted counterclaims against Mr. Gutowski to the effect that Mr. Gutowski had engaged in fraudulent activities against Arrow Resources Development, Inc. Mr. Gutowski denied all of Arrow Resources Development, Inc.'s substantive counterclaims. The parties settled the litigation without any admission of wrongdoing by Mr. Gutowski.

Carlos Barreiro has been our Chief Technical Officer since August 2007. From March 2006 to April 2007, Mr. Barreiro was a senior software developer at Baby Universe Inc., an e-commerce retailer of juvenile products. From 2000 to March 2006 he was Senior Software Developer/Project Manager at Voiceware, Inc., a VoIP and telephony switch manufacturer. Voiceware, Inc. filed for bankruptcy in October 2005.

There are no family relationships among our directors, executive officers, or persons nominated or chosen by us to become directors or executive officers.

None of the following events occurred during the past five years that is material to an evaluation of the ability or integrity of any director, person nominated to become a director, executive officer, promoter or control person:

- Any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;
- Any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);

- Being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities; or
- Being found by a court of competent jurisdiction (in a civil action), the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated.

Executive Compensation

Summary Compensation Table

The following table discloses all plan and non-plan compensation awarded to, earned by, or paid to the following for all services rendered in all capacities to us: (a) all individuals serving as our chief executive officer (CEO) or acting in a similar capacity during the fiscal year ended September 30, 2007, regardless of compensation level; (b) our four most highly compensated executive officers other than the CEO who were serving as executive officers at September 30, 2007 and whose total annual salary and bonus, as so determined, was in excess of \$100,000; and (c) up to two additional individuals for whom disclosure would have been provided pursuant to (b) of this paragraph but for the fact that the individual was not serving as an executive officer of us at September 30, 2007 and whose total annual salary and bonus, as so determined, was in excess of \$100,000 (the "Named Executive Officers"):

Name and Principal Position	Fiscal Year	Annual Compensation	Long Term Compensation Awards
		Salary and Consulting Fees	Securities Underlying Options (shares of common stock)
Larry M. Reid – President, CEO, Executive Vice President and Chief Financial Officer	2007	\$104,000	1,000,000 shares
	2006	\$104,000	250,000 shares
Steven M. Williams - CEO	2007	-0-	-0-
	2006	\$5,000 *	250,000 shares
Michael J. Gutowski, Vice President of Sales and Marketing	2007	\$104,000	1,000,000 shares
	2006	\$104,000	250,000 shares

* We issued 500,000 shares of our common stock to Mr. Williams for services rendered to us during our development stage in lieu of a cash payment of \$5,000.

The aggregate amount of any perquisites and other personal benefits, securities or property paid or given by us to any of the Named Executive Officers in any of the fiscal years was less than 10% of the total of annual salary of the respective Named Executive Officer.

During the fiscal year ended September 30, 2007, we did not adjust or amend the exercise price of stock options previously awarded to any of the Named Executive Officers, whether through amendment, cancellation or replacement grants, or any other means.

Larry M. Reid and Michael J. Gutowski each presently receive salaries from us of at the rate of \$104,000 per year.

Option Grants Table

The following table provides certain information concerning individual grants of stock options made during the fiscal year ended September 30, 2007 to each of the Named Executive Officers:

**Option Grants in Fiscal Year Ended September 30, 2007
Individual Grants**

Name	Number of Securities Underlying Options (shares of common stock)	% of Total Options Granted to Employees in Fiscal Year	Exercise or Base Price (\$/Sh)	Expiration Date
Larry M. Reid	1,000,000	33%	\$.275	March 1, 2010
Michael J. Gutowski	1,000,000	33%	\$.275	March 1, 2010

We have never granted any stock appreciation rights to the Named Executive Officers and during the fiscal year ended September 30, 2007 we did not reprice any options previously granted to them.

Aggregated Option Exercises in Last Fiscal Year and Fiscal Year-End Option Values

The following table provides certain information concerning each exercise of stock options during the fiscal year ended September 30, 2007 by each of the Named Executive Officers and the fiscal year-end value of unexercised options:

Aggregated Option Exercises in Last Fiscal Year and Fiscal Year-End Option Values				
Name	Shares Acquired on Exercise	Value Realized (\$)	Number of Shares of Common Stock Underlying Unexercised Options at FY-End (shares of common stock) Exercisable/Unexercisable	Value of Unexercised In-the Money Options/ at Fiscal Year End
Larry M. Reid	-0-	-0-	1,250,000 /-0-	-0-
Michael J. Gutowski	-0-	-0-	1,250,000 /-0-	-0-
Steven M. Williams	-0-	-0-	250,000 /-0-	-0-

An option is considered “in the money” for purposes of the table if its exercise price was lower than \$.20, the approximate market value of a share of our common stock on September 30, 2007.

Long-Term Incentive Plans - Awards in Last Fiscal Year

The GlobalTel IP, Inc. 2005 Incentive Equity Plan, or the Plan, was adopted and approved by our Board of Directors and our stockholders in October 2005. The following summary of the Plan is qualified in its entirety by the terms and conditions of the Plan which has been filed as an exhibit to the registration statement of which this prospectus is a part.

The purpose of the Plan is to promote long-term profitability and to enhance value for our stockholders by

offering incentives and rewards to our key employees, directors and officers, including those of our subsidiaries, to retain their services and to encourage them to acquire stock ownership in us.

The Plan will terminate in October 2010 unless terminated earlier by our Board of Directors or a committee composed of two or more of members of our Board of Directors to administer the Plan. All references below to the "Board" in connection with the Plan refer to our Board of Directors and any such committee. After termination of the Plan, no future awards may be granted, but previously granted awards shall remain outstanding in accordance with their applicable terms and conditions and the terms and conditions of the Plan.

The Plan may be amended only by the Board as it deems necessary or appropriate to better achieve the purposes of the Plan, except that no such amendment shall be made without the approval of our stockholders which would increase the number of shares available for issuance in accordance with the Plan.

The Board has the discretion, exercisable at any time before a sale, merger, consolidation, reorganization, liquidation or change in control of us, as defined by the Board, to provide for the acceleration of vesting and for settlement, including cash payment, of an award granted under the Plan upon or immediately before such event is effective. However, the granting of awards under the Plan shall in no way affect our right to adjust, reclassify, reorganize, or otherwise change our capital or business structure, or to merge, consolidate, dissolve, liquidate, sell or transfer all or any portion of our businesses or assets.

The Board is responsible for administering the Plan. The Board has full and exclusive power to interpret the Plan and to adopt such rules, regulations and guidelines for carrying out the Plan as it may deem necessary or proper. This power includes but is not limited to selecting award recipients, establishing all award terms and conditions and adopting modifications, amendments and procedures, as well as rules and regulations governing awards under the Plan, and to make all other determinations necessary or advisable for the administration of the Plan. The interpretation and construction of any provision of the Plan or any option or right granted under the Plan and all determinations by the Board in each case shall be final, binding and conclusive with respect to all interested parties.

Subject to adjustment as provided in the Plan, 5,000,000 shares of our common stock, \$.001 par value, may be issued to participants under the Plan. On March 17, 2008, options to purchase an aggregate of 4,900,000 shares of our common stock had been granted under the Plan.

All of our key employees, directors and officers are eligible to receive awards under the Plan as well as those of any entity that is directly or indirectly controlled by us, as determined by the Board.

The period of time within which employees may elect to participate in the plan shall be determined by the Board at the time an award is granted. The purchase price per share shall be not less than 100% of "Current Value" on the date of grant (except if a stock option is granted retroactively in tandem with or as a substitution for a stock appreciation right, the exercise price may be no lower than the exercise price per share for such tandem or replaced stock appreciation right).

For purposes of the Plan, Current Value of a security shall be determined as follows:

(a) If the security is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ or the NASD Bulletin Board, the Current Value of a share or other unit shall be the last reported sale price of such security on such exchange; or

(b) If the security is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the National Quotation Bureau, Inc. or any successor thereto, the Current Value shall be the average of last reported high bid and low asked prices reported by the National Quotation Bureau, Inc.; or

(c) If the security is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Value shall be the book value of a share or other unit as at the end of our immediately prior fiscal quarter determined in accordance with generally accepted accounting principles consistently applied.

The exercise price for a stock option shall be paid in full by the optionee at the time of the exercise in cash or such other method permitted by the Board, including (i) tendering (either actually or by attestation) shares, (ii) authorizing a third party to sell the shares (or a sufficient portion thereof) acquired upon exercise of a stock option and assigning the delivery to us of a sufficient amount of the sale proceeds to pay for all the shares acquired through such exercise, or (iii) any combination of the above.

If approved by the Board, the purchase price for shares purchased under the Plan may be paid in cash or a finite number of shares at the option of the employee. Payment must be made at such time as determined by the Board.

The purchase price of securities purchased under the Plan will be received by us and may be used to pay compensation to our affiliates and to reimburse them for amounts advanced by them to us or on our behalf.

Compensation of Directors

We have no arrangements pursuant to which any of our directors were compensated during the fiscal year ended September 30, 2007 or are expected to be compensated in the future for any service provided as a director.

Employment Contracts and Termination of Employment and Change in Control Arrangements.

We have no employment contracts with any of our employees or any compensatory plan or arrangement, including payments to be received from us, with respect to a Named Executive Officer, if such plan or arrangement results or will result from the resignation, retirement or any other termination of such executive officer's employment with us or from a change in control of us or a change in the Named Executive Officer's responsibilities following a change-in-control. In addition, we have no termination of employment or change in control arrangements.

Equity Securities Authorized for Issuance With Respect to Incentive Compensation Plan

As of March 17, 2008, 5,000,000 shares of our common stock were authorized for issuance under a compensation plan (including individual compensation arrangements). Pursuant to the plan, we have granted options to purchase 4,900,000 shares at exercise prices between \$.22 and \$.275 per share, expiring March 1, 2010 and July 31, 2012.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information as of March 17, 2008 with respect to any person (including any “group”) who is known to us to be the beneficial owner of more than 5% of any class of our common stock and as to each class of our equity securities beneficially owned by our directors and directors and officers as a group:

Name and Address of Beneficial Owner	Shares of Common Stock Beneficially Owned (1)(2)	Approximate Percent of Class
Steven M. Williams 7999 North Federal Highway Boca Raton, FL 33487	7,091,354 (3)	20% (3)
Interactive Media Technologies, Inc. 7999 North Federal Highway Boca Raton, FL 33487	6,841,354	19%
Larry M. Reid 8000 North Federal Highway Boca Raton, FL 33487	3,003,400 (4)	8% (4)
Phantom Telecom, Co. Unit 14-1, Laila Tower Salem Al Mubarek Street Salmiya, Kuwait	4,000,000 (5)	10% (5)
Margherita Colella 4201 N. Ocean Boulevard Boca Raton, FL 33431	2,750,000 (6)	8% (6)
Michael J. Gutowski 7999 North Federal Highway Boca Raton, FL 33487	2,218,500 (7)	6% (7)
Dino Natali 700 Joette Drive Gardnerville, NV 89460	2,000,000 (7)	6%(7)
Officers and directors as a group (2 persons)	5,221,900	14%

- (1) Unless otherwise noted below, we believe that all persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned by them.
- (2) For purposes hereof, a person is deemed to be the beneficial owner of securities that can be acquired by such person within 60 days from the date hereof upon the exercise of warrants or options or the conversion of convertible securities. Each beneficial owner’s percentage ownership is determined by assuming that any such warrants, options or convertible securities that are held by such person (but not those held by any other person) and which are exercisable within 60 days from the date hereof, have been exercised.

- (3) Includes (a) 6,841,354 shares owned by Interactive Media Technologies, Inc. of which Mr. Williams is the President, Chief Executive Officer and sole member of its Board of Directors and (b) 250,000 shares that can be acquired by Mr. Williams upon exercise of an option. Mr. Williams is the beneficial owner of approximately 24% of IMT's outstanding voting securities.
- (4) Includes 1,250,000 shares that can be acquired by Mr. Reid upon exercise of options.
- (5) Includes 3,000,000 shares that can be acquired by Phantom Telecom, Co. upon exercise of warrants.
- (6) Includes an aggregate of 750,000 shares held jointly with family members.
- (7) Includes 1,250,000 shares that can be acquired by Mr. Gutowski upon exercise of options.
- (8) Includes 75,000 shares that can be acquired by Mr. Natali upon exercise of warrants.

MARKET FOR COMMON EQUITY AND CERTAIN RELATED STOCKHOLDER MATTERS

Since November 7, 2005, our common stock is principally traded in the over-the-counter market and has been quoted by the Pink Sheets® LLC under the symbol GIPI. The trading market is extremely limited and sporadic and should not be considered to constitute an established trading market. The following table sets forth the range of high and low bid prices for the common stock for the fiscal quarters indicated. The quotations were obtained from the Pink Sheets® LLC.

Quarter Ended	Low	High
December 31, 2005	\$.05	\$.75
March 31, 2006	\$.15	\$.40
June 30, 2006	\$.21	\$.40
September 30, 2006	\$.19	\$.35
December 31, 2006	\$.17	\$.19
March 31, 2007	\$.15	\$.45
June 30, 2007	\$.20	\$.50
September 30, 2007	\$.15	\$.35
December 31, 2007	\$.15	\$.25

All quotes reflect inter-dealer prices without retail mark-up, mark-down or commission and may not necessarily represent actual transactions.

On March 17, 2008, our common stock was held of record by approximately 120 holders.

We have never paid dividends on our common stock and do not anticipate paying cash dividends in the foreseeable future. We intend to retain any earnings for the operation and expansion of our business. Other than financial ability, we have no legal, contractual or corporate constraints against the payment of dividends. Commitments we may make in the future may, however, contractually limit or prohibit the payment of dividends.

DESCRIPTION OF CAPITAL STOCK

Our authorized capital stock consists of 750,000,000 shares of common stock, \$.001 par value, and 200,000,000 shares of preferred stock, no par value. No shares of preferred stock have been issued.

The holders of outstanding shares of our common stock are entitled to receive dividends out of assets legally

available therefor at such times and in such amounts, if any, as our Board of Directors from time to time may determine. Holders of common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders which means that the holders of a majority of the shares voted can elect all of the directors then standing for election. Holders of the common stock are not entitled to preemptive rights and the common stock is not subject to conversion or redemption.

On March 17, 2008, our directors and executive officers and one other stockholder beneficially owned approximately 34% of our outstanding common shares. These stockholders may be able to effectively determine the outcome of stockholder votes, including votes concerning the election of directors, amendments to our charter and bylaws, and the approval of significant corporate transactions such as a merger or a sale of our assets. In addition, their controlling influence could have the effect of delaying, deferring or preventing a change in control of our company.

Control Share Acquisitions

We are subject to the control-share acquisitions provisions of the Florida Business Corporation Act and will continue to be so if (a) we have at least 100 shareholders; (b) have our principal place of business, our principal office, or substantial assets within Florida; and (c) either: (1) more than 10 percent of our shareholders reside in Florida; (2) more than 10 percent of our shares are owned by residents of Florida or (3) 1,000 of our shareholders reside in Florida.

Shares acquired in a “control share acquisition” cannot be voted and become subject to other control-share acquisitions provisions unless the holders of a majority of our voting shares approves the granting of voting rights as to the shares acquired in the control share acquisition. An acquisition of our shares will not be deemed to be a control-share acquisition if it is either (i) approved by our Board of Directors before the acquisition, or (ii) made pursuant to a merger or share exchange in compliance with the applicable provisions of the Florida Business Corporation Act to which we are a party. The foregoing is a summary of the control-share acquisitions provisions of the Florida Business Corporation Act and is subject to certain exceptions and additional provisions.

For purposes of the Florida Business Corporation Act, a “control-share acquisition” means the acquisition, directly or indirectly, by any person of ownership of, or the power to direct the exercise of voting power with respect to, issued and outstanding “control shares.” “Control shares” means shares issued by us that, except for the control-share acquisitions provisions, would have voting power that, when added to all other of our shares owned by a person or which that person may exercise or direct the exercise of voting power, would entitle that person, immediately after acquisition of the shares, directly or indirectly, alone or as a part of a group, to exercise or direct the exercise of the voting power of our shares in the election of directors within any of the following ranges of voting power: (a) one-fifth or more but less than one-third of all voting power; (2) one-third or more but less than a majority of all voting power or (3) a majority or more of all voting power.

Transfer agent

The transfer agent for our common stock is Florida Atlantic Stock Transfer, Inc., 7130 Nob Hill Road, Tamarac, Florida 33321.

CERTAIN TRANSACTIONS

Other than as set forth under this caption and elsewhere in this prospectus, since October 1, 2006 there have been no transactions, or are there any proposed transactions, to which we were or are to be a party, in which any of the following persons had or is to have a direct or indirect material interest and the amount involved in the transaction or a series of similar transactions exceeds the lesser of \$120,000 or one percent of the average of our total assets at year end for the last two completed fiscal years:

- Any of our directors or executive officers;
- Any nominee for election as a director;

- Any security holder named in this prospectus as beneficially owning more than 5% of our outstanding common stock; and
- Any member of the immediate family (including spouse, parents, children, siblings, and in-laws) of any of the above persons.

In February 2007, IMT agreed to extend our Software Support Agreement, Office Lease Agreement and Co-Location Lease Agreement with IMT for periods of one year each on a month to month basis. We have since terminated those agreements.

In August 2007, pursuant to an Asset Purchase Agreement, IMT purchased certain VoIP assets from us in exchange for forgiveness of \$283,966 we then owed to IMT. We had previously paid IMT 7,000,000 shares of our common stock for the assets which we valued at \$70,000.

We paid IMT \$35,000 for rent pursuant to Office Lease Agreement with IMT under which we leased approximately 1,500 square feet of office space in Boca Raton, Florida from IMT for approximately \$3,500 per month. We paid IMT \$18,500 pursuant to a Co-Location Lease Agreement under which we leased space for our equipment in Miami, Florida from IMT for \$1,850 per month. We paid IMT \$105,000 pursuant to a software support agreement with IMT under which IMT provided support for the software we had purchased from IMT that we utilized in our VoIP business. We paid \$1,525,365 to IMT for services related to terminating the calls made by our VoIP customers. The charges for the termination services were based upon minutes of usage and were determined by IMT. We believe that the rates that we were charged were competitive with the rates that were then available to us from unaffiliated carriers. The payments described in this paragraph occurred between October 1, 2006 and August 7, 2007.

In September 30, 2007, we transferred \$29,175.29 in agent deposits to IMT at the request of the agents.

Between May 2005 and January 2008, Margherita Colella and members of her family purchased 2,750,000 shares of our common stock from us at prices between \$.10 and \$.20 per share for \$350,000.

Between May 2005 and January 2008, Dino Natali purchased 1,425,000 shares of our common stock and warrants for the purchase of 75,000 shares of the our common stock at prices between \$.10 and \$.20 per share. Mr. Natali paid us \$160,000 for the shares and warrants.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been a limited public market for our common stock, and we cannot assure you that a significant public market for our common stock will develop or be sustained after this offering. Future sales of significant amounts of our common stock, including shares of our outstanding common stock and shares of our common stock issued upon exercise of outstanding options and warrants, in the public market after this offering could adversely affect the prevailing market price of our common stock and could impair our future ability to raise capital through the sale of our equity securities.

Any of the 1,592,500 shares that we sell upon exercise of the warrants referred to above will be freely tradable without restriction under the Securities Act of 1933 unless acquired by an affiliate of us, as that term is defined in Rule 144 under that Act. See “Plans of Distribution.”

On _____ 2008, we had outstanding _____ shares of common stock. Of the _____ shares held by persons who are not our affiliates on that date, approximately _____ shares were freely tradable without restriction or further registration under the Securities Act of 1933. In addition, approximately _____ additional shares held by non-affiliates were then eligible to be sold in accordance with Rule 144 under that Act and approximately _____ more shares will be able to be sold within the ensuing twelve month period.

In general, as long as we remain a reporting company under the applicable rules of the SEC and are current in the filing of our reports, Rule 144 allows a stockholder (or stockholders where shares are aggregated), other than an affiliate of us, who has owned shares which have been acquired from us or an affiliate of us at least six months prior to resale and who files a requisite notice with the SEC to sell, commencing on the 91st day subsequent to the date upon which the registration statement of which this prospectus is a part was declared effective by the SEC any or all of those shares. Any shares registered in the registration statement of which this prospectus is a part and which may be acquired by any of our affiliates in accordance with the plan of distribution described below will not be subject to the six month holding period although they cannot be publicly resold by such affiliates for at least ninety days subsequent to the effective date of the registration statement.

If, however, a stockholder (or stockholders where shares are aggregated) has owned shares which have been acquired from us or an affiliate of us at least one year prior to resale and who is not then and has not been an affiliate of us at any time during the immediately preceding three months, the stockholder(s) may sell the shares without complying with any other Rule 144 requirement.

We may file a registration statement with the SEC for shares of our common stock issued or reserved for issuance under our present or future compensatory plans. Any shares registered under that registration statement will be available for sale in the open market.

PLAN OF DISTRIBUTION

The 1,592,500 shares to be offered by us upon exercise of outstanding warrants will be sold directly by us without the payment of any commission. The following table describes the material terms of those warrants.

Number of Shares Underlying Warrants	Exercise Price Per Share	Expiration Date of Warrants
425,000	\$0.12	December 31, 2008
387,500	\$0.20	December 31, 2008
425,000	\$0.22	December 31, 2009
250,000	\$0.24	December 31, 2009
105,000	\$0.275	December 31, 2010

The exercise prices of the warrants are subject to adjustment in certain cases. The forms of the warrants have been filed as exhibits to the registration statement of which this prospectus is a part. The warrants are immediately exercisable.

We have or will pay for all costs and expenses incident to the registration of the shares offered by the selling stockholders. We will not pay sales or brokerage commissions or underwriter or dealer discounts with respect to sales of the shares offered by the selling stockholders.

Our shares are subject to the “penny stock rules” adopted pursuant to Section 15(g) of the Securities Exchange Act of 1934 (the “Exchange Act”). Such rules require, among other things, that brokers who trade “penny stock” to persons other than “established customers” complete certain documentation, make suitability inquiries of investors and provide investors with certain information concerning trading in the security, including a risk disclosure document and quote information under certain circumstances. Penny stocks sold in violation of the applicable rules may entitle the buyer of the stock to rescind the sale and receive a full refund from the broker.

Many brokers have decided not to trade “penny stock” because of the requirements of the penny stock rules and, as a result, the number of broker-dealers willing to act as market-makers in such securities is limited. In the event that our shares remain subject to the “penny stock rules” for any significant period, there may develop an adverse impact on the market, if any, for our shares. Because our shares are subject to the “penny stock rules,” investors will find it more difficult to dispose of them and the liquidity of the shares, if any, may be significantly diminished. Further, for companies whose securities are quoted on the OTC Bulletin Board or the “Pink Sheets,” it is more difficult: (i) to obtain accurate quotations, (ii) to obtain coverage for significant news events because major wire services, such as the Dow Jones News Service, generally do not publish press releases about such companies, and (iii) to obtain needed capital.

INDEMNIFICATION

We have agreed to indemnify our executive officers and directors to the fullest extent permitted by the Florida Business Corporation Act. That law generally permits us to indemnify any person who is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was an officer or director or is or was serving at our request as an officer or director. The indemnity may include expenses (which we may pay in advance of a final disposition), including attorney’s fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, provided that the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to our best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to our best interests and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful unless the officer or director is adjudged to be liable to us. The indemnification provisions of the Florida Business Corporation Act are not exclusive of any other rights to which an officer or director may be entitled under our bylaws, by agreement, vote, or otherwise.

Insofar as indemnification arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

LEGAL PROCEEDINGS

We are not a party to any pending legal proceeding that primarily involves a claim for damages and the amount involved in such proceeding, exclusive of interest and costs, exceeds 10% of our current assets nor is any of our property the subject of such a pending legal proceeding. We are not aware of any such proceeding that a governmental authority is contemplating.

LEGALITY OF SHARES

The legality of the shares of common stock offered by this prospectus has been passed upon for us by Reisman & Associates, P.A. to the extent set forth in its opinion filed as an exhibit to the registration statement of which this prospectus is a part. An affiliate of such firm beneficially owns 600,000 shares of our common stock.

EXPERTS

The financial statements included in the prospectus have been audited or reviewed by Ribotsky, Levine & Company, CPAs, an independent registered public accounting firm, to the extent and for the periods set forth in their report appearing elsewhere herein and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

ADDITIONAL INFORMATION

We have electronically filed a registration statement on Form SB-2 and amendments thereto on both Forms SB-2 and S-1 with the SEC with respect to the shares of common stock to be sold in this offering. This prospectus, which forms a part of that registration statement, does not contain all of the information included in the registration statement. Certain information is omitted and you should refer to the registration statement and its exhibits for complete information. With respect to references made in this prospectus to any contract or other document, the references are not necessarily complete and you should refer to the exhibits attached to the registration statement for copies of the actual contract or document. You may read and copy the registration statement and other materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE., Washington, D.C. 20549 on official business days during the hours of 10 a.m. to 3 p.m. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy statements and information statements, and other information regarding issuers that file electronically with the SEC. The address of that

site is <http://www.sec.gov>.

We are subject to the information and reporting requirements of the Securities Exchange Act of 1934 and file periodic reports and other information with the SEC.

We intend to furnish our stockholders with annual reports containing audited financial statements.

FINANCIAL STATEMENTS

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GLOBALTEL IP, INC. AND SUBSIDIARIES
(Unaudited)
Consolidated Balance Sheet
December 31, 2007

ASSETS

Current Assets:

Cash	\$ 21,057
Accounts receivable	3,548
Current portion of note receivable	44,935
Inventory	15,546
Prepaid expenses and other current assets	<u>42,033</u>

Total Current Assets 127,119

Property and Equipment, net of

accumulated depreciation of \$50,641 **189,817**

Note receivable, net of current portion 16,001

Total Assets \$ 332,937

LIABILITIES AND STOCKHOLDERS' (DEFICIT)

Current Liabilities:

Accounts payable	\$ 96,516
Accrued expenses	65,813
Note payable to related party	<u>12,786</u>

Total Current Liabilities 175,115

Long-Term Liabilities:

Notes payable to stockholders 225,000

Total Long-Term Liabilities 225,000

Total Liabilities **400,115**

Stockholders' Equity

Preferred stock - 200,000,000 shares authorized, no par value, no shares issued or outstanding	-
Common stock - 750,000,000 shares authorized, \$.001 par value; 32,260,581 shares issued and outstanding	32,261
Additional paid-in capital	3,145,055
Accumulated (deficit)	<u>(3,244,494)</u>

Total Stockholders' (Deficit) **(67,178)**

Total Liabilities and Stockholders' (Deficit) \$ 332,937

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

GLOBALTEL IP, INC. AND SUBSIDIARIES
(Unaudited)
Consolidated Statements of Operations

	For three months ended December 31, 2007	For three months ended December 31, 2006
Revenue:		
Revenue from wholesale VoIP termination services	\$ 17,829	\$ 468,268
Revenue from sales of equipment and software	<u>182,568</u>	<u>-</u>
Total Revenue	<u>200,397</u>	<u>468,268</u>
Cost of Revenue:		
Cost of wholesale VoIP termination services	22,417	368,291
Cost of sales of equipment and software	<u>139,758</u>	<u>-</u>
Total Cost of Revenue	<u>162,175</u>	<u>368,291</u>
Gross Profit	<u>38,222</u>	<u>99,977</u>
Operating Expenses:		
Selling expenses	60,238	42,662
Administrative expenses	265,665	182,701
Research and development	66,292	-
Depreciation	<u>14,443</u>	<u>16,391</u>
Total Operating Expenses	<u>406,638</u>	<u>241,754</u>
Loss from Operations	(368,416)	(141,777)
Other (Expense)	<u>(3,162)</u>	<u>(4,469)</u>
Net (Loss)	<u>\$ (371,578)</u>	<u>\$ (146,246)</u>
(Loss) per Common Share		
Basic and fully diluted	<u>\$ (0.01)</u>	<u>\$ (0.01)</u>
Weighted Average of Shares Outstanding		
Basic and fully diluted	<u>30,861,233</u>	<u>22,534,081</u>

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

GLOBALTEL IP, INC. AND SUBSIDIARIES
(Unaudited)
Consolidated Statements of Cash Flows

	For three months ended December 31, 2007	For three months ended December 31, 2006
NET LOSS	<u>\$ (371,578)</u>	<u>\$ (146,246)</u>
<i>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</i>		
Depreciation	14,443	16,391
Common stock and warrants issued for services	10,000	22,531
Gain on sale of property and equipment	(2,458)	-
<i>(Increase) decrease in assets:</i>		
Accounts receivable	10,475	31,960
Inventory	114,635	-
Prepaid expenses and other current assets	(9,610)	(1,532)
<i>Increase (decrease) in liabilities:</i>		
Accounts payable	(140,331)	122,186
Accrued expenses	(3,822)	5,915
Deferred revenue	-	(9,674)
Net Cash Provided by (Used in) Operating Activities	<u>(378,246)</u>	<u>41,531</u>
Cash Flows From Investing Activities:		
Purchase of property and equipment	(4,372)	(8,883)
Proceeds from sale of property and equipment	17,000	-
Payments received on note receivable	7,064	-
Net Cash Provided by (Used in) Investing Activities	<u>19,692</u>	<u>(8,883)</u>
Cash Flows From Financing Activities:		
Repayments of note payable-related party	(2,214)	(283,808)
Proceeds from note payable-related party	-	23,147
Proceeds from notes payable	-	225,000
Proceeds from issuance of common stock	229,000	-
Net Cash Provided by (used in) Financing Activities	<u>226,786</u>	<u>(35,661)</u>
Net (Decrease) in Cash	(131,768)	(3,013)
Cash - Beginning of Period	<u>152,825</u>	<u>19,600</u>
Cash - End of Period	<u>\$ 21,057</u>	<u>\$ 16,587</u>
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 6,514</u>	<u>\$ 4,469</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING ACTIVITIES:		
Note receivable issued as consideration for sale of property and equipment	<u>\$ 68,000</u>	<u>\$ -</u>

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

GLOBALTEL IP, INC. AND SUBSIDIARIES

Consolidated Statement of Changes in Stockholders' Equity (Deficit)

	Common Stock		Additional	Stock	Accumulated	Total
	Shares	Amount	paid-in capital	Subscription Receivable	Deficit	
BALANCE AT SEPTEMBER 30, 2006	22,301,425	22,301	1,495,082	(10,000)	(1,627,813)	(120,430)
Collection of stock subscription receivable	-	-	-	10,000	-	10,000
Shares issued for cash	7,572,500	7,573	1,312,429	-	-	1,320,002
Shares issued for cancellation of notes payable	250,000	250	49,750	-	-	50,000
Shares issued for non-employee services	241,656	242	22,289	-	-	22,531
Options and warrants issued for non-employee services	-	-	28,400	-	-	28,400
Net (Loss) year ending September 30, 2007	-	-	-	-	(1,245,103)	(1,245,103)
BALANCE AT SEPTEMBER 30, 2007	30,365,581	\$ 30,366	\$,907,950	\$ -	\$ (2,872,916)	\$ 65,400
Shares issued for cash	1,895,000	1,895	227,105	-	-	229,000
Warrants issued for non-employee services	-	-	10,000	-	-	10,000
Net (Loss) three months ending December 31, 2007	-	-	-	-	(371,578)	(371,578)
BALANCE AT DECEMBER 31, 2007 (Unaudited)	32,260,581	\$ 32,261	\$3,145,055	\$ -	\$(3,244,494)	\$ (67,178)

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

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GLOBALTEL IP, INC. AND SUBSIDIARIES

Notes to Unaudited Consolidated Financial Statements

December 31, 2007

NOTE 1 - ORGANIZATION

GlobalTel IP, Inc. (the "Company") formerly CNE Industries, Inc., was incorporated in the state of Florida on November 11, 1999. Originally formed as a developer of unique websites, the Company ceased operations in 2002. In 2005, the Company became a provider of Voice Over Internet Protocol (VOIP) services and an authorized re-seller of international pre-paid telecommunication services through Interactive Media Technologies, Inc. ("IMT"), a related party. In August 2007, the Company ceased re-selling international pre-paid telecommunication services and sold back to IMT certain VoIP assets and began to transition its remaining VoIP business into managed operations and development of VoIP related products. The Company also designs, builds and installs unified group communication solutions for public and private enterprises and is developing an Application Service Provider solution for voice interoperability or unified group communications.

In November 2007, the Company formed two wholly-owned subsidiaries, Voicelnterop, Inc. and Gulf Telco, Inc. Both companies are Florida corporations. Neither entity had activity during the three month period ending December 31, 2007.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The accompanying consolidated financial statements contain the consolidated accounts of

GlobalTel IP, Inc., VoiceInterop, Inc. and Gulf Telco, Inc. All significant intercompany accounts and transactions have been eliminated in the consolidated financial statements.

BASIS OF PRESENTATION

The accompanying unaudited consolidated interim financial statements have been prepared in accordance with United States generally accepted accounting principles for interim financial information and with the instructions to Form 10-QSB of Regulation S-B. They may not include all information and footnotes required by United States generally accepted accounting principles for complete financial statements. However, except as disclosed herein, there has been no material changes in the information disclosed in the notes to the financial statements for the year ended September 30, 2007 and 2006 included in the Company's Form SB-2/A filed with the SEC. The interim unaudited financial statements should be read in conjunction with those financial statements included in the Form SB-2/A. In the opinion of management, all adjustments considered necessary for a fair presentation, consisting solely of normal and recurring adjustments have been made. Operating results for the three months ended December 31, 2007 are not necessarily indicative of the results that may be expected for the year ending September 30, 2008.

USE OF ESTIMATES

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the balance sheet and operations for the reporting period. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

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ACCOUNTS RECEIVABLE

The Company provides an allowance for uncollectible accounts based upon a periodic review and analysis of outstanding accounts receivable balances. Uncollectible receivables are charged to the allowance when deemed uncollectible. Recoveries of accounts previously written off are used to credit the allowance account in the periods in which the recoveries are made.

LONG-LIVED ASSETS

The Company periodically evaluates whether events and circumstances have occurred that may warrant revision of the estimated useful life of long-lived assets. If and when such factors, events or circumstances indicate possible impairment to long lived-assets the Company would make an estimate of undiscounted cash flows over the remaining lives of the respective assets in measuring recoverability from future operations.

CONCENTRATION OF CREDIT RISK

The Company currently maintains cash balances at one banking institution. Balances maintained are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. From time to time, the Company has maintained cash balances in excess of federally insured limits.

REVENUE RECOGNITION AND DEFERRED REVENUES

The Company's revenue recognition policies are in compliance with Staff accounting bulletin (SAB) 104. The Company recognizes sales from telecommunications services as services are provided. Payments are made at the customer's own discretion, primarily through a web-based payment system. Services consist primarily of VoIP telecommunication measured in units of time and therefore the primary criterion for the recognition of revenues is the usage of time by customers. Payments received in advance before the relevant criteria for revenue recognition are satisfied are recorded as deferred revenue. Cost of revenue includes the cost of capacity associated with the revenue recognized within the corresponding time period.

Revenue from the resale of software and equipment utilized in unified group communication solutions is recognized when shipped. Revenue for maintenance and service contracts is deferred as a liability when received and is recognized over the life of the contract.

EARNINGS PER SHARE

Basic income (loss) per common share is calculated using the weighted average number of shares outstanding during the periods reported. Diluted earnings per share include the weighted average effect of all dilutive securities outstanding during the periods presented. Diluted per share loss is the same as basic per share loss when there is a loss from continuing operations. Accordingly, for purposes of dilutive earnings per share, the Company excluded the effect of warrants and options.

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FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments consist primarily of cash, accounts receivable, accounts payable and accrued expenses, deferred liabilities and due from related party. The

carrying amounts of such financial instruments approximate their respective estimated fair value due to the short-term maturities and approximate market interest rates of these instruments.

INCOME TAXES

The Company recognizes income taxes using the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recorded for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases.

Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a tax rate change on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. The Company records valuation allowance to reduce net deferred tax assets to the amount considered more likely than not to be realized. Changes in estimates of future taxable income can materially change the amount of such valuation allowances.

STOCK-BASED COMPENSATION

Prior to January 1, 2006, the Company accounted for stock-based awards under the recognition and measurement provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" using the intrinsic value method of accounting, under which compensation expense was only recognized if the exercise price of the Company's employee stock options was less than the market price of the underlying common stock on the date of grant. The Company also had adopted the disclosure-only alternative of SFAS No. 123, Accounting for Stock-Based Compensation ("SFAS 123") and SFAS No. 148, Accounting for Stock-Based Compensation -- Transition and Disclosure. In March 2005 the SEC issued SAB No. 107, Share-Based Payment ("SAB 107") which provides guidance regarding the interaction of SFAS 123R and certain SEC rules and regulations. The Company has applied the provisions of SAB 107 in its adoption of SFAS 123R.

Effective January 1, 2006, the Company adopted the fair value recognition provisions of SFAS No. 123R "Share Based Payments" using the modified retrospective transition method. SFAS 123R requires companies to estimate the fair value of share-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as expense ratably over the requisite service periods. The Company has estimated the fair value of each award as of the date of grant or assumption using the Black-Scholes option pricing model, which was developed for use in estimating the value of traded options that have no vesting restrictions and that are freely transferable. The Black-Scholes option pricing model considers, among other factors, the expected life of the award and the expected volatility of the Company's stock price.

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NOTE 3 - GOING CONCERN

Since inception, the Company has experienced cash flow problems and from time-to-time, has experienced difficulties meeting its obligations as they became due. As reflected in the financial statements, the Company incurred a net loss of \$371,578 for the quarter ended December 31, 2007 and for the years ended September 30, 2007 and 2006, the Company incurred net losses of approximately \$1,245,000 and \$803,000, respectively. These matters raise substantial doubt about the Company's ability to continue as a going concern.

In fiscal year 2007, the Company began its transition from the business of providing VoIP services directly to agents and resellers to the management of VoIP communication services and to design and install unified group communication solutions for public and private enterprises. The Company is building an Application Service Provider or "Hosted" solution for voice interoperability or unified group communications. These changes and increases in research and development expenses required the Company to rely on equity and debt financing to supplement cash flow from operations. Management believes its new

business strategy and anticipated increases in revenue and gross margins will enable it to alleviate some of the liquidity and profitability issues above.

The Company anticipates that for at least the next twelve months it will have to continue to rely on periodic infusions of equity capital and/or substantial credit facilities to meet its financial obligations.

The interim consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classifications of liabilities that might be necessary should the Company be unable to continue its existence.

NOTE 4 - NOTES PAYABLE - RELATED PARTY

The Company has a note payable of \$12,786 due to an officer. The note bears interest at 10% per year and matures on March 31, 2008.

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NOTE 5 - NOTES PAYABLE - STOCKHOLDERS

In December 2006, Company issued three convertible debentures totaling \$225,000 to three individual stockholders of the Company. The notes bear interest of 10% annually payable at the end of each quarter beginning on December 31, 2006. The notes mature on December 31, 2008, however the Holders of the debentures may, at any time prior to maturity, convert the outstanding principle and interest due, if any, to common stock of the Company at an exercise price of \$.75 per share.

NOTE 6 - EQUITY TRANSACTIONS

Common Stock

During the three months ended December 31, 2007, the Company sold 1,895,000 shares of common stock for cash at share prices ranging from \$.10 to \$.20 per share.

Warrants Issued to Consultants

During the three months ended December 31, 2007, the Company issued warrants to non-employees to purchase 1,000,000 shares of common stock in exchange for services rendered.

NOTE 7 - RELATED PARTY TRANSACTIONS

The Company leases its office space from another entity that is also a stockholder. Rent expense paid to the related party was \$15,950 for the three months ended December 31, 2007.

NOTE 8 - SUBSEQUENT EVENTS

Subsequent to December 31, 2007, the Company sold 2,450,000 shares of common stock at share prices ranging from \$.10 to \$.20 per share.

In January 2008, one of the Company's subsidiaries, Gulf Telco, Inc., entered into a 10-year "Management Outsource Agreement" with a Kuwait Company, Phantom Telecom, Co. (PTC-Kuwait). The agreement provides the Company the opportunity to receive a percentage of telecommunication services net-revenue generated by PTC-Kuwait and reimbursement for certain designated expenses. The agreement is subject to conditions and requirements imposed by the Ministry of Communications in Kuwait. The Company is obligated to provide staff and technical resources and equipment to fulfill its obligations under the agreement. As consideration to secure long-term exclusive rights under the agreement the Company issued PTC-Kuwait 1,000,000 shares of restricted common stock and a warrant to purchase an additional 3,000,000 shares of the Company's common stock at an exercise price of \$.33 per share. The warrants expire December 31, 2008.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
GlobalTel IP, Inc.
Boca Raton, Florida

We have audited the accompanying balance sheet of GlobalTel IP, Inc., a Florida corporation, as of September 30, 2007, and the related statements of operations, changes in stockholders' equity (deficit) and cash flows for the years ending September 30, 2007 and 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board of the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included the consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of GlobalTel IP, Inc., as of September 30, 2007, and the results of its operations and its cash flows for each of the years in the two year period ended September 30, 2007, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As shown in the accompanying financial statements, the Company has incurred net losses since its inception and has experienced severe liquidity problems. Those conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding those matters are described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Ribotsky Levine & Company, CPAs
Certified Public Accountants
Miami, Florida

February 4, 2008

GLOBALTEL IP, INC.

Balance Sheet September 30, 2007

ASSETS

Current Assets:

Cash	\$ 152,825
Accounts receivable, net of allowance for doubtful accounts of \$7,200	14,024
Inventory	130,182
Prepaid expenses and other current assets	<u>32,422</u>
Total Current Assets	<u>329,453</u>

Property and Equipment, net	<u>282,429</u>
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Total Assets	<u><u>\$ 611,882</u></u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:

Accounts payable	\$ 236,847
Accrued expenses	69,635
Note payable to related party	<u>15,000</u>
Total Current Liabilities	<u>321,482</u>

Long-Term Liabilities:

Notes payable to stockholders	<u>225,000</u>
Total Long-Term Liabilities	<u>225,000</u>

Total Liabilities	546,482
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Stockholders' Equity

Preferred stock - 200,000,000 shares authorized, no par value, no shares issued or outstanding	-
Common stock - 750,000,000 shares authorized, \$.001 par value; 30,365,581 shares issued and outstanding	30,366
Additional paid-in capital	2,907,950
Accumulated (deficit)	<u>(2,872,916)</u>
Total Stockholders' Equity	<u>65,400</u>

Total Liabilities and Stockholders' Equity	<u><u>\$ 611,882</u></u>
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Attention is directed to the independent auditors' report and accompanying notes to these financial statements.

Statements of Operations
For the Years Ended September 30,

	2007	2006
Revenue:		
Revenue from wholesale VoIP termination services	\$ 1,636,149	\$ 1,806,193
Revenue from sales of equipment and software	<u>138,354</u>	<u>-</u>
Total Revenue	<u>1,774,503</u>	<u>1,806,193</u>
Cost of Revenue:		
Cost of wholesale VoIP termination services	1,481,513	1,444,422
Cost of sales of equipment and software	<u>67,947</u>	<u>-</u>
Total Cost of Revenue	<u>1,549,460</u>	<u>1,444,422</u>
Gross Profit	<u>225,043</u>	<u>361,771</u>
Operating Expenses:		
Selling expenses	154,975	168,831
Administrative expenses	1,131,338	838,731
Research and development	268,963	113,464
Depreciation	<u>98,173</u>	<u>42,997</u>
Total Operating Expenses	<u>1,653,449</u>	<u>1,164,023</u>
Loss from Operations	(1,428,406)	(802,252)
Other Income (Expense):		
Gain from disposition of assets	209,888	-
Interest Expense	<u>(26,585)</u>	<u>(300)</u>
Total Other Income (Expense)	<u>183,303</u>	<u>(300)</u>
Net (Loss)	<u><u>\$ (1,245,103)</u></u>	<u><u>\$ (802,552)</u></u>
(Loss) per Common Share		
Basic and fully diluted	<u><u>\$ (0.05)</u></u>	<u><u>\$ (0.04)</u></u>
Weighted Average of Shares Outstanding		
Basic and fully diluted	<u><u>24,357,069</u></u>	<u><u>21,847,873</u></u>

Attention is directed to the independent auditors' report and accompanying notes to these financial statements.

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GLOBALTEL IP, INC.

Statements of Cash Flows
For the Years Ended September 30,

2007

2006

NET LOSS	<u>\$ 1,245,103</u>	<u>\$ (802,552)</u>
Adjustments to reconcile net loss to net cash		
(used in) operating activities:		
Depreciation	98,173	42,997
Common stock, options and warrants issued for services	50,931	32,700
Change in allowance for doubtful accounts	4,000	3,200
Gain on sale of property and equipment	(209,888)	-
(Increase) decrease in assets:		
Accounts receivable	23,215	(41,928)
Inventory	(130,182)	1,673
Prepaid expenses	20,558	(52,981)
Other assets	2,000	(2,000)
Increase (decrease) in liabilities:		
Accounts payable	130,717	79,523
Accrued expenses	9,385	24,092
Commissions payable	(10,423)	(426)
Deferred revenue	(75,978)	31,043
Due to related party	-	217,505
Net Cash (Used in) Operating Activities	<u>(1,332,595)</u>	<u>(467,154)</u>
Cash Flows From Investing Activities:		
Purchase of property and equipment	<u>(154,182)</u>	<u>(216,431)</u>
Net Cash (Used in) Investing Activities	<u>(154,182)</u>	<u>(216,431)</u>
Cash Flows From Financing Activities:		
Proceeds from issuance of common stock	1,320,002	590,000
Collection of stock subscription receivable	10,000	-
Proceeds from notes payable	<u>290,000</u>	<u>-</u>
Net Cash Provided by Financing Activities	<u>1,620,002</u>	<u>590,000</u>
Net Increase (Decrease) in Cash	133,225	(93,585)
Cash - Beginning of Period	<u>19,600</u>	<u>113,185</u>
Cash - End of Period	<u><u>\$ 152,825</u></u>	<u><u>\$ 19,600</u></u>
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 26,585</u>	<u>\$ -</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Accounts payable forgiven as consideration for property and equipment with net book value of \$66,147	<u>\$ 283,966</u>	<u>\$ -</u>
Cancellation of notes payable in exchange for 250,000 shares of common stock	<u>\$ 50,000</u>	<u>\$ -</u>

Attention is directed to the independent auditors' report and accompanying notes to these financial statements.

	Common Stock		Additional	Stock	Accumulated	Total
	Shares	Amount	paid-in capital	Subscription Receivable	Deficit	
BALANCE AT OCTOBER 1, 2005	18,073,500	\$ 18,073	\$ 846,025	\$ -	\$ (825,261)	\$ 38,837
Shares issued for cash	3,625,000	3,625	596,375	(10,000)	-	590,000
Shares issued for assets	102,925	103	20,482	-	-	20,585
Shares issued for non-employee services	500,000	500	4,500	-	-	5,000
Warrants issued for non-employee services	-	-	27,700	-	-	27,700
Net (Loss) year ending September 30, 2006	-	-	-	-	(802,552)	(802,552)
BALANCE AT SEPTEMBER 30, 2006	22,301,425	22,301	1,495,082	(10,000)	(1,627,813)	(120,430)
Collection of stock subscription receivable	-	-	-	10,000	-	10,000
Shares issued for cash	7,572,500	7,573	1,312,429	-	-	1,320,002
Shares issued for cancellation of notes payable	250,000	250	49,750	-	-	50,000
Shares issued for non-employee services	241,656	242	22,289	-	-	22,531
Warrants and options issued for non-employee services	-	-	28,400	-	-	28,400
Net (Loss) year ending September 30, 2007	-	-	-	-	(1,245,103)	(1,245,103)
BALANCE AT SEPTEMBER 30, 2007	30,365,581	\$ 30,366	\$ 2,907,950	\$ -	\$(2,872,916)	\$ 65,400

Attention is directed to the independent auditors' report and accompanying notes to these financial statements.

GLOBALTEL IP, INC.
Notes to Financial Statements
September 30, 2007 and 2006

NOTE 1 -ORGANIZATION, CAPITALIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION

GlobalTel IP, Inc. (the "Company") formerly CNE Industries, Inc., was incorporated in the state of Florida on November 11, 1999. Originally formed as a developer of unique websites, the Company ceased operations in 2002. In 2005, the Company became a provider of Voice Over Internet Protocol (VOIP) services and an authorized re-seller of international pre-paid telecommunication services through Interactive Media Technologies, Inc. ("IMT"), a related party. In August 2007, the Company ceased re-selling international pre-paid telecommunication services and sold back to IMT certain VoIP assets and began to transition its remaining VoIP business into managed operations and development of VoIP related products. The Company also designs, builds and installs unified group communication solutions for public and private enterprises and is developing an Application Service Provider solution for voice interoperability or unified group communications.

USE OF ESTIMATES

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the balance sheet and operations for the reporting period. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

CASH AND CASH EQUIVALENTS

For financial statement purposes, the Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents. The Company did not own any cash equivalents at September 30, 2007 or 2006.

ACCOUNTS RECEIVABLE

The Company provides an allowance for uncollectible accounts based upon a periodic review and analysis of outstanding accounts receivable balances. Uncollectible receivables are charged to the allowance when deemed uncollectible. Recoveries of accounts previously written off are used to credit the allowance account in the periods in which the recoveries are made. The Company provided an allowance for doubtful accounts of \$7,200 for the year ending September 30, 2007.

LONG-LIVED ASSETS

The Company periodically evaluates whether events and circumstances have occurred that may warrant revision of the estimated useful life of long-lived assets. If and when such factors, events or circumstances indicate possible impairment to long lived-assets the Company would make an estimate of undiscounted cash flows over the remaining lives of the respective assets in measuring recoverability from future operations.

CONCENTRATION OF CREDIT RISK

The Company currently maintains cash balances at one banking institution. Balances maintained are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. From time to time, the Company maintained cash balances in excess of federally insured limits. At September 30, 2007, cash balances in excess of insured FDIC limits totaled \$52,825.

MAJOR SUPPLIER

During 2007 and 2006 the Company's VoIP services business relied primarily on one major supplier (IMT, a related party). During the years ended September 30, 2007 and 2006 IMT represented approximately 90% and 95% respectively of total carrier costs for VOIP services.

RESEARCH AND DEVELOPMENT COSTS

The Company expenses research and development costs as incurred. For the years ended September 30, 2007 and 2006 the Company had \$268,963 and \$113,464 in R&D expenditures, respectively.

COMPREHENSIVE INCOME

Statement of financial accounting standards No. 130, Reporting comprehensive income (SFAS No. 130), establishes standards for reporting and display of comprehensive income, its components and accumulated balances. Comprehensive income is defined to include all changes in equity, except those resulting from investments by owners and distributions to owners. Among other disclosures, SFAS No. 130 requires that all items that are required to be recognized under current accounting standards as components of comprehensive income be reported in financial statements that are displayed with the same prominence as other financial statements. The Company had no comprehensive income during the years ended September 30, 2007 and 2006.

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REVENUE RECOGNITION AND DEFERRED REVENUES

The Company's revenue recognition policies are in compliance with Staff accounting bulletin (SAB) 104. The Company recognizes sales from telecommunications services as services are provided. Payments are made at the customer's own discretion, primarily through a web-based payment system. Services consist primarily of VoIP telecommunication measured in units of time and therefore the primary criterion for the recognition of revenues is the usage of time by customers. Payments received in advance before the relevant criteria for revenue recognition are satisfied are recorded as deferred revenue. Cost of revenue includes the cost of capacity associated with the revenue recognized within the corresponding time period.

Revenue from the resale of software and equipment utilized in unified group communication solutions is recognized when shipped. Revenue for maintenance and service contracts is deferred as a liability when received and is recognized over the life of the contract.

EARNINGS PER SHARE

Basic income (loss) per common share is calculated using the weighted average number of shares outstanding during the periods reported. Diluted earnings per share include the weighted average effect of all dilutive securities outstanding during the periods presented. Diluted per share loss is the same as basic per share loss when there is a loss from continuing operations. Accordingly, for purposes of dilutive earnings per share, the Company excluded the effect of warrants and options as of September 30, 2007 and 2006 for 7,502,500 and 2,312,500 shares, respectively.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments consist primarily of cash, accounts receivable,

accounts payable, accrued expenses and notes payable. The carrying amounts of such financial instruments approximate their respective estimated fair value due to the short-term maturities and approximate market interest rates of these instruments.

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INVENTORY

Inventory consists of components held for assembly and finished goods held for resale or to be utilized for installation in projects. Inventory is valued at lower of cost or market on a first-in, first-out basis.

PROPERTY AND EQUIPMENT

Property and equipment are recorded at cost. For financial statement purposes depreciation of property and equipment is computed using the straight-line method over the estimated useful lives of the asset.

Expenditures for replacements, maintenance and repairs that do not extend the lives of the respective assets are charged to expense as incurred. When assets are retired, sold or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are recognized.

INCOME TAXES

The Company recognizes income taxes using the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recorded for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases.

Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a tax rate change on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. The Company records valuation allowance to reduce net deferred tax assets to the amount considered more likely than not to be realized. Changes in estimates of future taxable income can materially change the amount of such valuation allowances.

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STOCK-BASED COMPENSATION

Prior to January 1, 2006, the Company accounted for stock-based awards under the recognition and measurement provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" using the intrinsic value method of accounting, under which compensation expense was only recognized if the exercise price of the Company's employee stock options was less than the market price of the underlying common stock on the date of grant. The Company also had adopted the disclosure-only alternative of SFAS No. 123, Accounting for Stock-Based Compensation ("SFAS 123") and SFAS No. 148, Accounting for Stock-Based Compensation -- Transition and Disclosure. In March 2005 the SEC issued SAB No. 107, Share-Based Payment ("SAB 107") which provides guidance regarding the interaction of SFAS 123R and certain SEC rules and regulations. The Company has applied the provisions of SAB 107 in its adoption of SFAS 123R.

Effective January 1, 2006, the Company adopted the fair value recognition provisions of SFAS No. 123R "Share Based Payments" using the modified retrospective transition method. SFAS 123R requires companies to estimate the fair value of share-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as expense ratably over the requisite service periods. The Company has estimated the fair value of each award as of the date of grant or assumption using the Black-Scholes option pricing model, which was developed for use in estimating the value of traded options that have no vesting restrictions and that are

freely transferable. The Black-Scholes option pricing model considers, among other factors, the expected life of the award and the expected volatility of the Company's stock price.

COMPENSATED ABSENCES

The Company does not accrue for compensated absences and recognizes the costs of compensated absences when actually paid to employees. Accordingly, no liability for such absences has been recorded in the accompanying financial statements. Management believes the effect of this policy is not material to the accompanying financial statements.

ADVERTISING COSTS

Advertising costs are expensed as incurred. The Company had advertising costs of \$30,844 during the year ended September 30, 2007 and \$22,279 during the year ended September 30, 2006.

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NOTE 2 - RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

SFAS No. 157

In September 2006, the Financial Accounting Standards Board issue Statement of Financial Accounting Standards No. 157, "Fair Value Measurements" which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles (GAAP), and expands disclosures about fair value measurements.

Where applicable, SFAS No. 157 simplifies and codifies related guidance within GAAP and does not require any new fair value measurements. SFAS no. 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007 and interim periods within those fiscal years. Earlier adoption is encouraged. The Company does not expect the adoption of SFAS No. 157 to have a significant effect on its financial position or results of operation.

SFAS No. 156

In March 2006 FASB issued SFAS 156 'Accounting for Servicing of Financial Assets' this Statement amends FASB Statement No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities, with respect to the accounting for separately recognized servicing assets and servicing liabilities. Management believes that this statement will not have a significant impact on the financial statement for the fiscal year that ends September 30, 2007, the first period which corresponds to the Company's adoption of this Statement.

SFAS No. 155

In February 2006, FASB issued SFAS No. 155, "Accounting for Certain Hybrid Financial Instruments". SFAS No. 155 amends SFAS No 133, "Accounting for Derivative Instruments and Hedging Activities", and SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities". SFAS No. 155, permits fair value remeasurement for any hybrid financial instrument that contains an embedded derivative that otherwise would require bifurcation, clarifies which interest-only strips and principal-only strips are not subject to the requirements of SFAS No. 133, establishes a requirement to evaluate interest in securitized financial assets to identify interests that are freestanding derivatives or that are hybrid financial instruments that contain an embedded derivative requiring bifurcation, clarifies that concentrations of credit risk in the form of subordination are not embedded derivatives, and amends SFAS No. 140 to eliminate the prohibition on the qualifying special-purpose entity from holding a derivative financial instrument that pertains to a beneficial interest other than another derivative financial instrument. This statement is

effective for all financial instruments acquired or issued after the beginning of the Company's first fiscal year that begins after September 15, 2006.

FASB No. 48

In June 2006, the Financial Accounting Standards Board issue FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes – and interpretation of FASB Statement No. 109", which prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax-return. FIN 48 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. Fin 48 is effective for fiscal years beginning after December 15, 2006. The Company does not expect the adoption of FIN 48 to have a material impact on its financial reporting, and the Company is currently evaluating the impact, if any, the adoption of FIN 48 will have on its disclosure requirements.

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NOTE 3 - GOING CONCERN

During the years ended September 30, 2007 and 2006, and since inception, the Company has experienced cash flow problems. From time-to-time, the Company has experienced difficulties meeting its obligations as they became due. As reflected in the financial statements, the Company incurred net losses of approximately \$1,245,000 and \$803,000 for the years ended September 30, 2007 and 2006, respectively. These matters raise substantial doubt about the Company's ability to continue as a going concern.

In fiscal year 2007, the Company began its transition from the business of providing VoIP services directly to agents and resellers to the management of VoIP communication services and to design and install unified group communication solutions for public and private enterprises. The Company is building an Application Service Provider or "Hosted" solution for voice interoperability or unified group communications. These changes and increases in research and development expenses required the Company to rely on equity and debt financing to supplement cash flow from operations. Management believes its new business strategy and anticipated increases in revenue and gross margins will enable it to alleviate some of the liquidity and profitability issues above.

The Company anticipates that for at least the next twelve months it will have to continue to rely on periodic infusions of equity capital and/or substantial credit facilities to meet its financial obligations.

The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classifications of liabilities that might be necessary should the Company be unable to continue its existence.

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NOTE 4 -PROPERTY AND EQUIPMENT

The Company's property and equipment as of September 30, 2007 consists of the following:

	2007	ESTIMATED USEFUL LIFE (IN YEARS)
Software	\$ 210,283	4
Network equipment	89,050	4
VoIP equipment and software	46,086	5
Office equipment and furniture	24,998	5
	370,417	
Less accumulated depreciation	(87,988)	
Net property and equipment	<u>\$ 282,429</u>	

Depreciation expense totaled \$98,173 and \$42,997 for the years ended September 30, 2007

and 2006, respectively.

NOTE 5 - DEFERRED INCOME TAXES

The tax effects of temporary differences that give rise to deferred tax assets consist of net operating loss carry-forwards. A reconciliation of the statutory U.S. Federal rate and the effective rate is as follows:

Year Ended September 30,	<u>2007</u>	<u>2006</u>
Statutory U.S. Federal Rate	35%	35%
State Income Taxes – net of federal benefit	4.5%	4.5%
	39.5%	39.5%

For Federal income tax purposes, the Company's net operating losses available to offset future taxable income of approximately \$2,873,000, subject to limitations, expire at various times through 2026. Net deferred income tax asset as of September 30, 2007 and 2006 consists of the following:

	2007	2006
Deferred income tax asset arising from net operating loss carry-forward	\$1,135,000	\$ 652,000
Less valuation allowance	(1,135,000)	(652,000)
Net deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

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NOTE 6 - NOTES PAYABLE - RELATED PARTY

The Company has a note payable of \$15,000 due to an officer. The note bears interest at 10% per year and matures March 31, 2008.

NOTE 7 - NOTES PAYABLE - STOCKHOLDERS

In December 2006, the Company issued three convertible debentures totaling \$225,000 to three individual stockholders of the Company. The notes bear interest of 10% annually payable at the end of each quarter. The notes mature on December 31, 2008, however the holders of the debentures may, at any time prior to maturity, convert the outstanding principle and interest due, if any, on the notes to common stock of the Company at an exercise price of \$.75 per share.

NOTE 8 - EQUITY TRANSACTIONS

Common Stock

During the year ended September 30, 2007, the Company sold 7,372,500 shares of common stock for cash at share prices ranging from \$.10 to \$.20 per share. In addition, the Company issued 241,656 to seven individuals for services rendered during the year valued at \$22,531.

During the year ended September 30, 2006, the Company sold 3,625,000 shares of common stock for cash at share prices ranging from \$.10 to \$.20 per share. A total of 500,000 shares were issued for services to non-employees.

Stock Options

During the year ended September 30, 2005 the Company adopted the GlobalTel IP, Inc. 2005 Incentive Equity Plan (the "Plan") allocating up to five million shares of the Company's common stock to offer incentives to key employees, contractors, directors and officers. On July 18, 2007, the Board of Directors, pursuant to the Plan, granted 3,050,000 options to 4 employees (including 2 officers and directors), and 2 consultants at an exercise price of \$.275. The 2,000,000 options issued to the 2 officers and directors vest upon issuance and expire on July 31, 2012. Of the remaining 1,050,000 options, 525,000 vest upon issuance and the remaining 525,000 one year from date of issuance and expire on July 12, 2012.

The following table summarizes the number of outstanding options with their corresponding contractual life, as well as the exercisable weighted average (WA) outstanding exercise price, and number of vested options with the corresponding exercise price by price range.

Range	Outstanding Options	Outstanding		Exerciseable	
		Remaining Contractual Life	WA Outstanding Exercise Price	Vested Options	WA Vested Exercise Price
\$0.22 - \$0.275	4,900,000	2 - 5 years	\$0.254	4,375,000	\$0.252

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The following table summarizes information about stock options outstanding at September 30, 2007.

	Stock Options	
	Shares	Wtd. Avg. Exercise Price
Outstanding at September 30, 2005	--	--
Granted	1,850,000	\$0.22
Exercised	--	--
Expired/Canceled	--	--
Outstanding at September 30, 2006	1,850,000	\$0.22
Granted	3,050,000	\$0.275
Exercised	--	--
Expired/Canceled	--	--
Outstanding at September 30, 2007	4,900,000	\$0.254

No options were exercised or cancelled during the year ended September 30, 2007.

Under the provisions of FAS 123(R), the fair value of the stock option grants were estimated on the date of the grant using the Black Scholes Merton Option pricing model with the following assumptions: For the year ended September 30, 2007 – risk-free interest rate of 4.35%; expected dividend yield of 0%; expected life of 1 year; expected volatility of 20%. For the year ended September 30, 2006 – risk-free interest rate of 5.50%; expected dividend yield of 0%; expected life of 1 year; expected volatility of 20%. The fair value of the options and resulting compensation expense for the rewards were \$2,920 and \$5,049 for the years ended September 30, 2007 and 2006, respectively.

Convertible Debentures Issued to Shareholders

During the year ended September 30, 2007 the Company issued convertible debentures to three shareholders which entitles them to convert their notes into approximately 300,000 shares of the Company's common stock.

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Warrants Issued to Consultants

During the year ended September 30, 2007 the Company issued warrants to non-employees to purchase 1,790,000 shares of common stock in exchange for services rendered as follows:

Date	# of Warrants	Value	Exercise Price	Expiring
03/28/07	425,000	\$ 4,250	\$ 0.22	12/31/09
06/04/07	250,000	\$ 2,500	\$ 0.25	12/31/09
07/18/07	315,000	\$ 3,150	\$ 0.28	12/31/10
09/28/07	800,000	\$ 8,000	\$ 0.28	12/31/12

During the year ended September 30, 2006 the Company issued warrants to non-employees to purchase 462,500 shares of common stock in exchange for services rendered as follows:

Date	# of Warrants	Value	Exercise Price	Expiring
11/30/05	125,000 \$	1,250 \$	0.12	12/31/08
11/30/05	25,000 \$	250 \$	0.20	12/31/08
12/31/05	200,000 \$	2,000 \$	0.20	12/31/08
6/13/06	112,500 \$	1,125 \$	0.22	12/31/08

During the year ended September 30, 2007 the Board of Directors extended the expiration date of 425,000 warrants from December 31, 2007 to December 31, 2008. No warrants were exercised or cancelled during the year ended September 30, 2007.

The Company accounted for these transactions pursuant to FASB 123(R) and EITF 96-18. Costs are measured at the estimated fair market value of the consideration received or equities issued which ever is more readily determinable. Accordingly, due to the lack of marketability of its equities at the time the warrants and shares were issued, the Company valued these transactions at the estimated value of the services received.

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NOTE 9 - RELATED PARTY TRANSACTIONS

In August 2007, the Company sold certain VoIP assets back to Interactive Media Technologies, Inc., ("IMT") an affiliate and shareholder of the Company. The net book value of the assets at the time of the sale was \$66,147. In exchange for the assets IMT forgave accounts payable in the amount of \$283,966 due to IMT by the Company, cancelled a software support agreement, a collocation agreement and terminated its month to month office lease agreement. Expenses incurred completing the sale totaled approximately \$8,000. As a result of the sale and related costs the Company realized a gain from the disposition of these assets of \$209,888.

NOTE 10 - OBLIGATIONS UNDER OPERATING LEASES

The Company leases approximately 1,840 square feet for our principal offices in Boca Raton, Florida from a related party at a monthly rental of approximately \$5,000. The lease, which provides for annual increases of base rent of 3%, expires on June 30, 2011.

Rental expense incurred during the years ended September 30, 2007 and 2006 was \$33,700 and \$32,700, respectively. Future lease commitments are as follows for the year ended September 30, 2007:

2008	\$ 60,087
2009	\$ 61,890
2010	\$ 63,747
<u>2011</u>	<u>\$ 48,878</u>
	\$234,602
	=====

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NOTE 11 -REGULATORY MATTERS

The telecommunications industry is subject to federal, state and local regulations. Additionally, the Company operates in several foreign countries. Any change in those regulations or enforcement of those regulations could impact the Company's future ability to continue its current operations.

NOTE 12 - SUBSEQUENT EVENTS

Subsequent to year-end, the Company sold 1,895,000 shares of common stock for cash at share prices ranging from \$.10 to \$.20 per share.

Under the terms of an Asset Purchase Agreement the Company sold additional VoIP asset to a third party. The net book value of the assets sold was \$81,403. The Company received \$17,000 in cash and a Secured Promissory Note for \$68,000. The term of the note is 18

months, bears interest at 10%, and requires monthly payments of \$4,084.

In November 2007, the Company formed two wholly-owned subsidiaries, Voicelnterop, Inc. and Gulf Telco, Inc.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 24. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The registrant had agreed to indemnify its executive officers and directors the fullest extent permitted by the Florida Business Corporation Act. That Act permits the registrant to indemnify any person who is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the registrant or in its right) by reason of the fact that the person is or was an officer or director or is or was serving our request as an officer or director. The indemnity may include expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, provided that he acted in good faith and in a manner he reasonably believed to be in or not opposed to our best interests, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The registrant may indemnify officers and directors in an action by the Registrant or in its right under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the registrant. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the registrant must indemnify him against the expenses which he actually and reasonably incurred. The foregoing indemnification provisions are not exclusive of any other rights to which an officer or director may be entitled under our bylaws, by agreement, vote, or otherwise.

ITEM 25. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The expenses to be paid by the registrant in connection with this offering are as follows. All amounts other than the Securities and Exchange Commission registration fee are estimates.

Securities and Exchange Commission registration fee	\$ 13.58
Printing and engraving	\$ 1,250
Accounting and auditing fees and expenses	\$25,000
Legal fees and expenses	\$70,000
Blue sky fees and expenses	\$ 500
Transfer agent fees	\$ 250
Miscellaneous	\$ 4,000

Total.....	\$101,013.58
	=====

ITEM 26. RECENT SALES OF UNREGISTERED SECURITIES.

From June 2005 to September 2005, the registrant sold an aggregate of 3,260,000 shares of common stock to 15 private investors and warrants to purchase 50,000 shares to one private investor for an aggregate of \$326,000. The warrants are exercisable at \$.20 per share and expire on July 12, 2007.

In March 2006, in consideration for consulting services, the registrant issued options for the purchase of 250,000, 150,000 and 150,000 shares of its common stock each to Amar Behura, Sudhir Kumar and Mamata Tripathy at \$.22 per share. The options expire in February 2010.

In June 2005, the registrant issued 25,000 shares of its common stock to Dominic Albi for financial advisory services.

In September 2005, the registrant issued 968,500 shares of its common stock to Michael J. Gutowski for consulting services and 200,000 shares of its common stock to Jonathan B. Reisman for legal services.

From July 2005 to June 2006, the registrant issued warrants to Dominic Albi to purchase 425,000 shares of its common stock at \$.12 per share and 112,500 shares of its common stock at \$.22 per share as partial consideration for introducing certain private investors to the registrant. The warrants expire on December 31, 2008.

In November 2005, the registrant sold an aggregate of 1,250,000 shares of its common stock and warrants to purchase 25,000 shares of its common stock to three private investors for \$125,000. The warrants are exercisable at \$.20 per share and expire on December 31, 2008.

In December 2005, the registrant issued 500,000 shares of its common stock to Steven M. Williams as payment for his salary of \$5,000.

In December 2005, the registrant issued warrants for the purchase of an aggregate of 200,000 shares of common stock to two financial advisors for services rendered. The warrants are exercisable at \$.20 per share and expire on December 31, 2008.

In January and February 2006, the registrant sold an aggregate of 875,000 shares of its common stock to five private investors for \$175,000.

In March 2006, pursuant to a second Asset Purchase Agreement with IMT, the registrant issued 102,925 shares of its common stock to IMT. The assets purchased consisted of hardware which the registrant valued at \$20,585.

In April and June 2006, the registrant sold an aggregate of 1,500,000 shares of its common stock to two private investors for \$300,000.

From October to December 2006, the registrant issued its convertible debentures in the aggregate amount of \$225,000 to three private investors for an aggregate of \$225,000. The debentures mature on December 31, 2008, bear interest at the annual rate of 10% and are convertible into the registrant's common stock at \$.75 per share, subject to adjustment as provided in the debentures.

During the three months ended December 31, 2006, the registrant issued an aggregate of 232,656 shares of its common stock to four individuals for consulting and professional services totaling \$22,531, the estimated value for the services received.

In February and March 2007, the registrant sold an aggregate of 1,050,000 shares of its common stock to five private investors for \$210,000.

In March 2007, the registrant issued warrants to its financial advisor and consultant to purchase 425,000 shares of its common stock at \$.22 per share. The warrants expire on December 31, 2009.

In April, May and June 2007, the registrant sold 3,062,500 shares of its common stock to 13 private investors for \$612,500.

In June 2007, the registrant issued 9,000 shares of common stock to the three members of its advisory board for attendance at meetings.

From July through September 2007, the registrant sold 3,255,000 shares of its common stock to 11 private investors at prices of \$.10 and \$.20 per share for \$451,000.

In July 2007, the registrant issued warrants for the purchase of an aggregate of 315,000 shares of its common stock at \$.275 per share to three members of its advisory board for services rendered. The warrants expire on December 31, 2010 and are exercisable on a cashless basis.

In September 2007, the registrant issued warrants for the purchase of an aggregate of 800,000 shares of its common stock to four individuals at \$.275 per share for services rendered. The warrants expire on December 31, 2012 and are exercisable on a cashless basis.

In December 2008, the registrant issued warrants for the purchase of an aggregate of 1,000,000 shares of its common stock at \$.275 per share to three individuals for services rendered. The warrants expire on December 31, 2011.

From October 2007 through January 2008, the registrant sold 3,845,000 shares of its common stock to nine private investors at prices of \$.10 and \$.20 per share for \$424,000.

In January 2008, the registrant issued 1,000,000 shares of its common stock and warrants for the purchase of 3,000,000 shares of its common stock at \$.33 per share to a Kuwaiti corporation in connection with a management outsource agreement. The warrants expire on December 31, 2008.

There were no principal underwriters.

The registrant claimed exemption from the registration provisions of the Securities Act of 1933 with respect to the securities pursuant to Section 4(2) thereof inasmuch as no public offering was involved. The shares were not offered or sold by means of: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium, or broadcast over television or radio, (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising, or (iii) any other form of general solicitation or advertising and the purchases were made for investment and not with a view to distribution. Each of the purchasers was, at the time of the purchaser's respective purchase, an accredited investor, as that term is defined in Regulation D under the Securities Act of 1933, and had access to sufficient information concerning the registrant and the offering.

ITEM 27. EXHIBITS.

- 3.01 Articles of Incorporation.(1)
- 3.02 Articles of Amendment to Articles of Incorporation filed March 12, 2001.(1)
- 3.03 Articles of Amendment to Articles of Incorporation filed October 4, 2004.(1)
- 3.04 Articles of Amendment to Articles of Incorporation filed March 31, 2005.(1)
- 3.05 Bylaws. (1)

- 4.01 Form of Specimen Stock Certificate for the registrant's Common Stock. (1)
- 4.02 GlobalTel IP, Inc. 2005 Incentive Equity Plan. (1)
- 4.03 Form of option issued pursuant to GlobalTel, Inc. 2005 Incentive Equity Plan.(1)
- 4.04 Convertible Debenture in the principal amount of \$100,000 issued to Judith Holding Ltd. (2)
- 4.05 Convertible Debenture in the principal amount of \$100,000 issued to Josephine and Santo Sciarrino. (2)
- 4.06 Convertible Debenture in the principal amount of \$25,000 issued to James Drew. (2)
- 5.01 Opinion of Reisman & Associates, P.A. regarding legality of securities being registered. (5)

- 10.01 Asset Purchase Agreement of March 8, 2006 by and between Interactive Media Technologies, Inc. and the registrant. (1)
- 10.02 Software Support Agreement of March 1, 2006 by and between Interactive Media Technologies, Inc. and the registrant and related Software Support Order. (1)
- 10.03 Co-Location Lease Agreement of March 1, 2006 by and between Interactive Media Technologies, Inc. and the registrant. (1)
- 10.04 Office Lease Agreement of April 1, 2006 by and between Interactive Media Technologies, Inc. and the registrant. (1)
- 10.05 Management Agreement as of June 16, 2006 by and between the registrant and Tremont Ventures, LLC. (1)
- 10.6 Consulting Agreement as of March 1, 2006 by and between the registrant and Cofrec, Inc. (2)
- 10.7 Consulting Agreement as of March 1, 2006 by and between the registrant and Mamata Tripathy. (2)
- 10.8 Consulting Agreement as of March 1, 2006 by and between the registrant and Amar Behura. (2)
- 10.09 Consulting Agreement as of March 1, 2006 by and between the registrant and Sudhir Kumar. (2)
- 10.10 Application Service Provider License Agreement between Twisted Pair Solutions, Inc. and the registrant of August 6, 2006, as amended. (4) (6)
- 10.11 Agreement of February 27, 2007 by and between Interactive Media Technologies, Inc. and the registrant. (2)
- 10.12 Authorized Reseller Agreement between Twisted Pair Solutions, Inc. and the registrant of May 10, 2006. (4) (6)
- 10.13 Consulting Agreement of June 1, 2007 MANNetworks LLC and the registrant. (4)
- 10.14 Agreement of June 6, 2007 between Tremont Ventures LLC and the registrant. (3)
- 10.15 Lease Agreement of July 1, 2007 between BGNP Associates, LLC and the Registrant. (3)

- 10.16 Warrants issued to Dominick Albi, Joseph Conti, Joseph Giuliano and Dino Natali. (4)
- 10.17 Consultant Services Agreement of July 25, 2007 between John Boteler and the registrant. (4)
- 10.18 Asset Purchase Agreement of August 6, 2007 by and between Interactive Media Technologies, Inc. and the registrant. (4)
- 10.19 Consultant Services Agreement of August 9, 2007 between True North Consulting, Inc. and the registrant. (4)
- 10.20 Asset Purchase Agreement of October 11, 2007 between Sipcom, Corp. and the registrant. (4)
- 10.21 Consultant Services Agreement of October 22, 2007 between CES Technologies, Inc. and VoiceInterop Inc. (4)
- 10.22 Consulting Agreement of December 1, 2007 between Dolin International Trade and Capital LLC and the registrant. (4)
- 10.23 Consulting Services Agreement of January 14, 2008 between Bruno Riegl and the registrant. (4).
- 10.24 Management Outsource Agreement of January 22, 2008 between Phantom Telecom, Co. and Gulf Telco, Inc. (4)
- 23.01 Consent of Reisman & Associates, P.A. The consent of Reisman & Associates, P.A. is set forth in Exhibit 5.01. (5)

- (1) Filed as an exhibit to the registrant's registration statement on Form SB-2 and hereby incorporated by reference.
- (2) Filed as an exhibit to Amendment No. 2 to the registrant's registration statement on Form SB-2 and hereby incorporated by reference.
- (3) Filed as an exhibit to Amendment No. 4 to the registrant's registration statement on Form SB-2 and hereby incorporated by reference.
- (4) Filed herewith.
- (5) To be filed by amendment.
- (6) Portions of the exhibit have been omitted pursuant to a request for confidential treatment.

ITEM 28. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to:

- (i) include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) except as otherwise permitted by Item 512 (a)(1)(ii) of Regulation S-B, reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement; and
- (iii) include any additional or changed material information on the plan of distribution.

(2) For determining liability under the Securities Act, each such post-effective amendment shall be treated as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial *bona fide* offering

(3) To file a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

For determining liability of the undersigned small business issuer under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned small business issuer undertakes that in a primary offering of securities of the undersigned small business issuer pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned small business issuer will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned small business issuer relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned small business issuer or used or referred to by the undersigned small business issuer;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned small business issuer or its securities provided by or on behalf of the undersigned small business issuer; and
- (iv) Any other communication that is an offer in the offering made by the undersigned small business issuer to the purchaser.

Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Boca Raton, State of Florida, on the 17th day of March, 2008.

GlobalTel IP, Inc.

/s/ Larry M. Reid

By: Larry M. Reid, Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Larry M. Reid</u> Larry M. Reid	Chief Executive Officer, Principal Financial Officer, Principal Accounting Officer and Director	March 17, 2008
<u>/s/ Michael J. Gutowski</u> Michael J. Gutowski	Director	March 17, 2008

**TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT**

This Application Service Provider License Agreement ("Agreement") between Twisted Pair Solutions, Inc. ("TPS") and GlobalTel IP, Inc. ("ASP"), entered into as of the Effective Date identified in Schedule A, governs ASP's licensed rights to use, reproduce, market and license access to software and related products and documentation proprietary to TPS, and consists of the following:

This Signature Page

Schedule A – Scope, General Terms and License Fees

Schedule B – Territory

Schedule C – Standard Terms and Conditions

Appendix I to Schedule C – End User License

Schedule D – Licensed Products and Fees

Schedule E – Licensed Marks

Schedule F – Maintenance, Support and Training Agreement

Schedule G –ASP Administrative & Billing Contact

- | | |
|--|--|
| 1. TPS Address and Contact:
Twisted Pair Solutions, Inc.
Attn: President
3131 Elliott Avenue
Suite 200
Seattle, WA 98121 USA
Tel.: +1 (206) 442-2101
Fax: +1 (206) 812-0737 | 2. <ASP Contact Info>
GlobalTel IP, Inc.<company>
Attn: Larry M. Reid
7999 N Federal Hwt<address 1>
Suite 401<address 2>
Boca Raton, FL 33487<city, state, zip>
Tel.: 561-939-3300<tn>
Fax: 561-981-3540<Fax> |
|--|--|

By signing below, the parties acknowledge that they agree with the terms and conditions of this Agreement, and each signatory represents and certifies that he or she is authorized to sign on behalf of his or her respective party and bind it to all of the terms and conditions of this Agreement:

TWISTED PAIR SOLUTIONS, INC.

ASP

By: /s/ *

By: /s/ Larry M. Reid

Printed Name: *

Printed Name: Larry M. Reid

Title: *

Title: Executive Vice President & CFO

Date: 8/2/06

Date: 8/1/06

* Confidential portion has been omitted and filed separately with the Securities and Exchange Commission.

Inc.

Page 1 of 22

**TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT**

**SCHEDULE A
SCOPE, GENERAL TERMS AND LICENSE FEES**

1. EFFECTIVE DATE

August 1,2006

2. LICENSED PRODUCT(S)

The Licensed Product(s) are identified in Schedule D.

3. LICENSED MARKS

The Licensed Marks are identified in Schedule E.

4. TERRITORY

The Territory of applicability for this Agreement is identified in Schedule B.

5. LICENSE TERM

The initial term of this Agreement is five years from the Effective Date, subject to terms governing termination and renewal as set forth in Schedule C.

6. LICENSE FEES

The License Fees are set forth in Schedule D.

7. MAINTENANCE, SERVICE AND TRAINING FEES

ASP shall pay TPS fees for maintenance, service and training as set forth in Schedule F hereto, provided that such Schedule F is separately signed by authorized representatives of the parties.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

SCHEDULE B
TERRITORY

1. MARKETS

ASP is authorized to sell the Service into the following markets and market segments:

Small, Medium & Large Business (non-service providers)

Small and Medium Municipalities

2. GEOGRAPHY

3.1 Authorized Geographic Areas. ASP is authorized to sell the Service into the following geographic areas:

North America, Central America and South America

3.2 Limitations. Based on the limited laws to adequately protect the intellectual property of TPS Products, ASP will distribute Licensed Products in accordance with the restrictions imposed by the Bureau of Industry and Security (BIS) of the U.S. Dept. of Commerce (www.bxa.doc.gov).

This schedule may be modified per agreement of both parties.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

SCHEDULE C
STANDARD TERMS AND CONDITIONS

The following standard terms and conditions apply:

- 1 DEFINITIONS.** For purposes of this Agreement, the following definitions apply to the respective terms:
- 1.1 **“Agreement”** means this Agreement, consisting of the Signature Page, Schedules A through F, Appendix I to Schedule C, and any additional documents attached and initialed by the parties.
- 1.2 The terms **“buy”**, **“purchase”**, **“sale”**, **“sell”** and other similar terms, when used in connection with the license of access to the Licensed Product(s) shall mean the granting of a license or sublicense and shall not be deemed for any purpose to mean a transfer of title or other rights of ownership in the Licensed Product(s), other than the rights specifically set out in this Agreement or in applicable End User License Agreements.
- 1.3 **“Confidential Information”** means all business, marketing and technical information of each party considered by each to be trade secrets or otherwise valuable proprietary information, designated or marked as such by either party, or orally disclosed by one party to the other party as proprietary and followed by a written notice of such designation within thirty (30) days of the oral disclosure indicating the information was confidential. Confidential Information shall not include information that (i) is now or later becomes publicly known (other than as a result of a breach of this Agreement); (ii) is independently developed by the receiving party; (iii) the receiving party lawfully obtains from any third party without restrictions on use or disclosure; or (iv) is required to be disclosed pursuant to court order or operation of law.
- 1.4 **“Derivative Works”** means a revision, modification, translation, abridgment, condensation or expansion of the Software or Documentation or any form in which the Software or Documentation may be recast, transferred, or adapted, which, if prepared without TPS’ consent, would be a copyright infringement.
- 1.5 **“Documentation”** means those software user manuals, reference manuals and installation guides, or portions thereof (if any), which are distributed in conjunction with the Software, identified in Schedule D.
- 1.6 **“End User”** means a person or entity that subscribes to a hosted service for Internal Use.
- 1.7 **“End User License Agreement”** means the agreement between TPS and an End User to subscribe to the Service, a form of which is attached hereto as Appendix I.
- 1.8 **“TPS Intellectual Property”** means the Licensed Product(s), the Marks and any intellectual property right associated therewith.
- 1.9 **“Internal Use”** means use for purposes that do not directly produce revenue for the user.
- 1.10 **“Licensed Product(s)”** means the Software and Documentation identified in Schedule D. TPS reserves the right at any time to make changes to any Licensed Product(s), including without limitation changes required (i) for security or (ii) to facilitate performance in accordance with specifications by providing no less than (6) months written notice to ASP before the effective date of any change.
- 1.11 **“Marks”** means the TPS trademarks, trade names, service marks, logos, designs and insignias, as well as any third-party marks licensed to TPS that TPS has a right to sublicense, as identified in Schedule E.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

- 1.12 **“Service”** means the hosted service operated and maintained by ASP which makes available the Licensed Product(s) solely for access and use by End Users. ASP may not resell the Service to other service providers for resale ..
- 1.13 **“Territory”** means the market and geographical restrictions set forth in Schedule B.
- 1.14 **“Software”** means the computer programs, including (binary) object code, identified in Schedule D.
- 1.15 **Licensed Product(s).** TPS hereby grants to ASP a nonexclusive and nontransferable right and license to (i) install, store, operate and use the Licensed Product(s), in (binary) object code format only, and (ii) market and license access to the Licensed Product(s) within the Territory directly to End Users solely as a part of the Service offering. ASP shall have no rights to use, copy, market, distribute, sublicense or sell the Licensed Product(s) other than in connection with the Service, either on a stand-alone basis or bundled with or embedded in any other product. ASP may not sublicense the Licensed Products to any third party who intends to offer the Licensed Products as a service to End Users. ASP may create copies of the Licensed Product(s) for non-commercial backup and archival purposes only. Nothing in this paragraph precludes ASP from selling the Service through distribution channels as a point of sale activation.
- 1.16 **Trademarks.** TPS hereby grants to ASP the nonexclusive and nontransferable right and license to use and display the Marks solely in connection with and only to the extent reasonably necessary for the marketing, license of access to and support of the Service during the term of this Agreement, provided that any such use and display shall comply with TPS’ then current trademark usage policies identified in Schedule E. ASP must include the phrase “Powered by WAVE™” in all marketing and advertising materials regarding the Service.
- 1.17 **Third-Party License.** If all or any part of the Licensed Product(s) delivered to ASP has been licensed to TPS by a third-party software supplier, then ASP is granted a sublicense to the third-party software subject to the same terms and conditions as those contained in the agreement between TPS and such third-party software supplier. TPS reserves the right to substitute any third-party software in the Licensed Product(s) with a three (3) month’s notice to ASP as long as the substitute third-party software does not materially affect the functionality of the Licensed Product(s).
- 1.18 **Product Modification.** ASP shall have no rights directly or indirectly to (i) decompile, reverse engineer, disassemble, modify or perform any similar type of operation on the Licensed Product(s), or any portion thereof, or (ii) prepare any other form of Derivative Works. ASP hereby irrevocably assigns to TPS all right, title, and interest in and to all Derivative Works, whether or not authorized by TPS.
- 1.19 **Limitations.** Notwithstanding any of the foregoing, ASP is prohibited from marketing and licensing access to the Service in any country where the proprietary rights of TPS and its third-party licensors in the Licensed Product(s) would not be recognized or would not be protected under the laws of such country. The list of countries where such distribution is prohibited is included in Schedule B.
- 1.20 **Reservation of Rights.** TPS reserves all rights not expressly granted under this Agreement, including, but not limited to, the rights to market, sublicense, sell and distribute the Licensed Product(s) to application service providers and End Users directly or indirectly through its distribution channels. Without limiting the generality of the foregoing, ASP shall have no right to license access to the Licensed Product(s) except to End Users for Internal Use in connection with the Service as expressly set forth herein.
- 1.21 **Hosting.** ASP will supply all equipment, software and services (other than the Licensed Product(s)) necessary for the operation and maintenance of the Service and will operate and maintain the Service in good working order and such as to ensure full functionality and availability for commercial or consumer customers at least 99.5% of the time per calendar month as averaged over any given calendar month. Availability of 99.9% or greater shall be

maintained if ASP sells the Service to government customers. Government customers include, but are not limited to, public safety, state and local government, education, defense and federal agencies. ASP will promptly update the Service with any updates, maintenance modifications or other changes as may be provided by TPS from time to time in its discretion.

- 1.22 **Reporting.** ASP will provide information as requested by TPS regarding server capacity, network bandwidth, saturation levels, number of hits, performance benchmarks, data back-up procedures, security, or other information as TPS may determine.

2 PRICING, PAYMENT, REPORTS AND RECORDS

- 2.1 **Pricing and License Fees.** ASP shall pay to TPS the License Fees set out in Schedule D as required therein, exclusive of all applicable taxes. ASP shall charge a monthly fee to End Users for the Service ..
- 2.2 **Taxes.** ASP agrees to pay all taxes associated with the marketing and licensing of access to the Service, including but not limited to sales, use, excise, added value and similar taxes and all customs, duties or governmental impositions, but excluding taxes on TPS' net income. Any tax or duty TPS may be required to collect or pay upon the marketing or licensing of access to the Service shall be paid by ASP, and such sums shall be due and payable to TPS upon delivery. If ASP claims a tax exemption, ASP must provide TPS with valid tax exemption certificates.
- 2.3 **Payment and Reporting.** ASP is required to submit to TPS a monthly usage report no later than thirty days after the last day of the previous calendar month together with payment for the amounts due TPS. The report will detail (i) the customer, (ii) the quantity and retail price of Licensed Products (as described in Schedule D) that are subscribed to by said customer, (iii) minutes of use, (iv) the calculation of fees, costs, and any other amounts payable by End Users with respect to each subscription, and (v) the total amounts due to TPS based on said report. ASP agrees to make available other information that may be requested by TPS after the date hereof, including, without limitation, information regarding server capacity, network bandwidth, saturation levels, performance benchmarks, data back-up procedures and security.
- 2.4 **Interest.** Interest shall accrue on any unpaid payment or payment balance at an annual rate of 1.5% per month, or, if lower, at the highest lawful rate, calculated from the date the payment is due to the date it is received by TPS.
- 2.5 **Record Keeping.** ASP shall at all times maintain accurate and current written records of ASP's marketing and licensing activities related to the Service, including, but not limited to, subscription figures, churn rates, and any other information as to which record keeping may be requested by TPS after the date hereof. The records shall be adequate to determine ASP's compliance with this Agreement and the sums due to TPS. The records shall conform in accordance with good data processing practice commonly accepted in the industry.
- 2.6 **Records Examinations.** ASP agrees to allow TPS to examine ASP's records to monitor ASP's compliance with this Agreement. Any examination will be conducted only by an authorized representative of TPS, and will occur during regular business hours at ASP's offices and will not interfere unreasonably with ASP's business activities. Examinations will be made no more frequently than quarterly, and TPS will give ASP no less than fifteen (15) business days prior written notice of the date of the examination and the name of the TPS authorized representative who will be conducting the examination ("Examiner"). The audit will be conducted at TPS' expense unless the results of such audit establish that inaccuracies in the monthly reports have resulted in underpayment to TPS of more than 10% of the amount due in any month, in which case ASP shall bear the expenses of the audit. Examiner's activities shall be subject to a non-disclosure agreement between Examiner and ASP. Examiner will give ASP and TPS an examination report containing only the information necessary to indicate compliance or non-compliance with this Agreement.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 **Acknowledgment of TPS' Rights.** For purposes of this Agreement, and with the exception only of those elements (if any) of the Licensed Product(s) that TPS specifically identifies and designates as third-party software, ASP acknowledges and confirms TPS' exclusive worldwide rights in, and the validity of, the TPS Intellectual Property. ASP agrees not to challenge or otherwise to interfere with TPS' use and ownership of the TPS Intellectual Property. ASP agrees not to use, employ or attempt to register any trademarks, trade names, service marks, logos, designs or insignias that are similar to, or likely to be confusing with, the Marks. Title to the Licensed Product(s) is vested and shall remain in TPS, or, as applicable, in such third party from whom TPS holds rights of license and distribution, and title does not pass with any license under this Agreement.
- 3.2 **End User License Agreements.** ASP agrees to exercise commercially reasonable efforts to ensure that each End User understands, and agrees to be bound by, an appropriate End User License Agreement that is no less restrictive in its application to the Service and the Licensed Product(s) than the then-current form of TPS End User License Agreement, the most current version of which is attached as Appendix I hereto. TPS will notify ASP of changes in the End User License Agreement no less than three (3) months before it will become effective.
- 3.3 **ASP's Waiver of Rights.** ASP further acknowledges that it has no rights of any kind anywhere in the world in any TPS Intellectual Property other than those limited rights granted by this Agreement. Accordingly, ASP waives (a) all claims of any right by ASP in any TPS Intellectual Property and (b) the right, if any, to file or own in its own name or in that of any designee, any application for registration of any trademark, copyright, patent, industrial design, trade secret or other intellectual property which forms part of any TPS Intellectual Property, or to own any registration or patent resulting therefrom. In the event ASP, in any jurisdiction of the world, files such an application or obtains such a patent or registration in violation of this provision, such application, registration or patent shall be deemed held in trust by ASP for TPS and shall be assigned by ASP to TPS without conditions and upon demand by TPS.
- 3.4 **Preservation and Security of Proprietary Information.** ASP shall not sell, assign, lease, license, transfer or otherwise disclose the Licensed Product(s) except as expressly authorized by this Agreement. ASP shall safeguard the Service and any and all copies of the Licensed Product(s) against unauthorized disclosure, reproduction or tampering, and shall assist TPS in the enforcement of TPS' rights in the event of unauthorized disclosure by any person under ASP's control or service. ASP shall also ensure that TPS' copyright, trademark and patent notices, which may from time to time be updated, are prominently displayed in the Service and on all copies of the Licensed Product(s) and all documentation containing or regarding the Service or the Licensed Product(s). ASP shall not remove or obscure any copyright, trademark, patent or other proprietary rights notice already present on any of the Licensed Product(s) or Documentation. The notice of TPS' intellectual property rights contained in the Service and in each Licensed Product shall read as follows: "Licensed Software, Copyright © 2006 Twisted Pair Solutions, Inc., all rights reserved."
- 3.5 **Right to Inspect Materials Incorporating the Marks.** At TPS' request, ASP shall provide TPS with samples of all materials, whether electronic, physical or otherwise, used by ASP that contain and/or incorporate the Marks.
- 3.6 **Goodwill.** To protect and preserve the reputation and goodwill of TPS and of the Licensed Product(s), ASP shall (1) avoid deceptive, misleading or unethical practices that are or might be detrimental to TPS, the Licensed Product(s), the Service or the public, including any disparagement of TPS, the Licensed Product(s) or the Service; (2) make no false or misleading representations with regard to TPS, the Licensed Product(s) or the Service; (3) refrain from publishing or employing any misleading or deceptive advertising material reflecting upon TPS, the Licensed Product(s) or the Service; and (4) refrain from making any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Service or the Software that are inconsistent with the Documentation and marketing literature distributed by TPS, including all warranties and disclaimers contained in such literature.

- 3.7 **Third-Party Requirements.** In the event that TPS is required by a third-party software supplier to cease and to cause its licensees to cease use, reproduction and distribution of a particular version of the Licensed Product(s), ASP agrees to comply accordingly. TPS shall notify ASP of these requirements no less than three (3) months before it will become effective, unless otherwise required by the applicable third-party upon TPS.
- 4 **CONFIDENTIAL INFORMATION.** ASP shall not use or disclose any Confidential Information supplied by TPS relating to the Licensed Product(s) except as authorized in writing by TPS in advance of such disclosure and shall safeguard all Confidential Information provided by TPS to ASP under this Agreement in the same or more restrictive manner as ASP safeguards its own Confidential Information. In the event ASP is required to disclose TPS' Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by law, prior to any such compelled disclosure, ASP will (i) notify TPS of the legal process, and allow TPS to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (ii) cooperate fully with TPS in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, ASP will be entitled to disclose the Confidential Information, but only to the extent necessary to legally comply with such compelled disclosure.
- 5 **LIMITED WARRANTIES.** TPS provides, to End Users only, the express warranties contained in the applicable End User License Agreement accompanying the Service. ASP is responsible for providing a copy of the applicable End User License Agreement to End Users for their review and acknowledgement before such End Users first access the Service. TPS does not warrant non-TPS products, which are provided by TPS on an "AS IS" basis. Any warranty service for non-TPS products will be provided by the manufacturer of the products in accordance with the applicable manufacturer's warranty.

EXCEPT AS SET FORTH IN THIS SECTION 6, TPS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO SUITABILITY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

6 INDEMNIFICATION

6.1 By TPS.

- 6.1.1 **Indemnification Obligations.** Subject to the terms and conditions of this Agreement, TPS agrees to defend, indemnify and hold ASP harmless from damages, liabilities, costs and expenses resulting from any and all legal actions brought against ASP by a third party charging or alleging that a Licensed Product or Mark infringes any United States patent, copyright or trademark; provided that: (a) ASP gives TPS prompt written notice of any such legal action; (b) TPS is given immediate and complete control over the defense and/or settlement of any such legal action; and (c) ASP fully cooperates with TPS in the defense of any such legal action and all related settlement negotiations. ASP shall permit TPS, at TPS' sole discretion, to either (a) replace or modify any Licensed Product(s) or Marks affected so as to avoid infringement; or (b) procure the right, at TPS' expense, for ASP to use and market the Licensed Product(s) or Marks.
- 6.1.2 **Exceptions.** Notwithstanding anything contained in this Agreement to the contrary, TPS shall have no liability and no obligations for any infringement based on: (a) use, sale or distribution of other than the two latest releases of the Licensed Product(s); (b) modification of the Licensed Product(s) by any party other than TPS; (c) the combination or use of the Licensed Product(s) with any other computer program, equipment, product, device, item or process not furnished by TPS, if such infringement would have been avoided by the use of the Licensed Product(s) alone and in their current unmodified form; (d) other acts of ASP which give rise to such claim and are beyond TPS' direct control; (e) a legal action brought by a third party who is an affiliate of ASP; or (f) any infringement that is known or suspected by the ASP as of the date ASP orders the Licensed Product(s) from TPS.

6.1.3 **Limitation.** TPS' total obligation to ASP under this Section 6.1 regarding any and all infringement legal actions shall not exceed the amount paid by ASP to TPS during the previous twelve (12) months for the Licensed Product(s) giving rise to such claims.

THE ABOVE STATES THE ENTIRE LIABILITY OF TPS WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER FORM OF INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCT SUPPLIED BY TPS.

6.2 **By ASP.** ASP agrees to defend, indemnify and hold TPS and its officers, directors, shareholders, employees and agents harmless from damages, liabilities, costs and expenses resulting from any and all legal actions brought against TPS by a third party arising or resulting from, or related to, activities by ASP under this Agreement or otherwise respecting the Licensed Product(s) or Marks, including but not limited to: (i) ASP's use, marketing or license of access to the Service, Licensed Product(s) or Marks; (ii) any unauthorized representation, warranty or agreement, express or implied, made by ASP with respect to the Service or Licensed Product(s); or (iii) any violation of laws or regulations, including export and import control laws and regulations, relating to the marketing or license of access to the Service or Licensed Product(s), provided that: (a) TPS gives ASP prompt written notice of any such legal action; (b) ASP is given immediate and complete control over the defense and/or settlement of any such legal action; and (c) TPS fully cooperates with ASP in the defense of any such legal action and all related settlement negotiations.

6.3 **General Condition to Indemnity Rights.** If an indemnified party herein desires to have separate legal counsel in any such action, such party shall be responsible for the costs and fees associated therewith.

7 **LIMITATION OF LIABILITY.** SUBJECT TO SECTION 6 ABOVE, IN NO EVENT SHALL TPS BE LIABLE FOR ANY COSTS, LOSS, DAMAGES OR LOST OPPORTUNITY OF ANY TYPE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST OR ANTICIPATED PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT, REGARDLESS OF WHETHER TPS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TPS' liability for direct damages for any cause whatsoever, and regardless of the form of action, shall not exceed the amount received by TPS from ASP during the previous twelve (12) months for the Licensed Product(s) giving rise to such claim.

8 **ESCROW.** While this Agreement continues to exist, ASP will be entitled to receive the protection of certain source code deposit ('escrow') arrangements covering the source code for the Licensed Product(s) subject to entering into a separate written escrow agreement with TPS and an escrow custodian.

9 TERM AND TERMINATION

9.1 **Term and Extensions.** The initial term hereof shall be set forth in Schedule A. Unless earlier terminated for breach as provided herein, or unless either party notifies the other in writing, not later than three (3) calendar months prior to expiration of the initial term, of its intention to terminate the Agreement upon said expiration, this Agreement shall automatically renew at the end of the initial term for successive twelve (12) month terms. Either party may notify the other in writing of its intention to terminate this Agreement not later than three (3) calendar months prior to the expiration of any successive term.

9.2 **Termination for Cause.** Either party may terminate this Agreement upon the breach by the other party of a material term hereof. The terminating party will first give the other party written notice of the breach and sixty (60) calendar days in which to cure the alleged breach. If a cure is not achieved during the cure period, then the non-breaching party may terminate this Agreement upon written notice.

- 9.3 **Termination by TPS.** Notwithstanding Section 9.1 hereof, TPS may terminate this Agreement if ASP fails to meet its payment obligations under this Agreement and this failure continues for thirty (30) calendar days following receipt of written notice and demand from TPS.
- 9.4 **Insolvency, Assignment, or Bankruptcy.** Either party may, at its option, immediately terminate this Agreement upon written notice to the other party if the other party (i) admits in writing its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seeks reorganization under any bankruptcy act or consents to the filing of a petition seeking such reorganization; or (vi) is the subject of a decree by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.
- 9.5 **Acceleration of Payment.** Upon termination of this Agreement by TPS under Section 9.1, 9.2, or 9.3 hereof, the due dates of all outstanding invoices to ASP for Licensed Product(s) will automatically be accelerated so that they become due and payable on the effective date of termination, even if different terms had been previously granted or allowed.
- 9.6 **Effect of Termination on Obligations.** Provided that ASP fulfills its obligations specified in this Agreement with respect to such items, ASP may continue to use and retain copies of the Licensed Product(s) to support and maintain the Service to the extent rightfully provided to End Users, directly or indirectly, by ASP prior to termination of this Agreement for the duration of any End User Service subscriptions then in effect, provided, however, that TPS shall have received payment of License Fees and other fees owing from ASP therefor.
- 9.7 **Survival of Terms.** Termination of this Agreement shall not relieve either party of any obligations arising under this Agreement prior to the date of termination. Any provisions of this Agreement that by their nature extend beyond the termination of this Agreement, including specifically, without limitation, obligations owing under Sections 1.18, 1.19, 1.21, 1.22, 2, 3, 4, 5, 6, 7, 9 and 10 hereof, will survive and remain in effect until all obligations are satisfied.

10 GENERAL PROVISIONS

- 10.1 **Public Announcements and Promotional Materials.** TPS and ASP shall cooperate with each other either to issue a joint press release and/or to enable each party to issue and post to its website an announcement concerning this Agreement, provided that each party approve any such press announcement prior to its release. Any separate release shall be subject to approval by both parties prior to publication of such release. TPS shall have the right to use ASP's name as a customer reference only with written approval by ASP.
- 10.2 **Force Majeure.** If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.
- 10.3 **Dispute Resolution.** The parties agree to attempt in good faith to resolve all disputes arising between them first through expedited mediation (not to exceed 48 hours from the receipt by a party of the notice described below) and, if mediation is not successful, through negotiated settlement or court action. Neither party shall file a lawsuit until the mediation has been completed, except that in the event that the actions of one party will cause or are causing the other immediate irreparable injury requiring temporary injunctive relief and the other party is unwilling to suspend its planned or existing activity to allow for expedited mediation, the aggrieved party may file suit and seek such temporary injunctive relief in a court with jurisdiction over the subject matter of the dispute. Dispute resolution under this section shall be triggered by one party's service upon the other of a written notice and request to mediate, identifying the subject matter of the dispute and the nature of the relief sought. Unless

otherwise agreed in writing at the time of mediation, mediation shall be conducted through and under the mediation rules of the American Arbitration Association.

- 10.4 **Limitation of Actions.** No action arising or resulting from this Agreement, regardless of its form, may be brought by either party more than two (2) years after termination of this Agreement.
- 10.5 **Third-Party Claims.** Neither party shall be liable for any claim by the other based on any third-party claim, except as stated in Section 7 of this Agreement.
- 10.6 **Choice of Law/Jurisdiction.** This Agreement will in all respects be governed by and construed in accordance with the laws of the state of Washington, without regard to choice of law provisions, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.
- 10.7 **Attorneys' Fees.** If either TPS or ASP employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.
- 10.8 **Waiver.** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of that right or remedy on any other occasion.
- 10.9 **Superior Agreement.** This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement in any written notification from ASP will be of no effect, unless otherwise expressly provided for in this Agreement.
- 10.10 **Assignment.** This Agreement is not assignable by ASP, in whole or in part, without TPS' prior written consent. TPS will not unreasonably withhold consent to an assignment of this Agreement or any part of this Agreement to a parent, subsidiary or affiliate of ASP, provided that such entity is at least as capable as ASP of satisfying ASP's responsibilities hereunder. Any attempted assignment without TPS' written consent will be null and void.
- 10.11 **Notice.** Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to product pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, addressed and sent to the address indicated on the Signature Page, to the attention of the person designated as the responsible representative or to that person's successor, or (iv) by facsimile appropriately directed to the attention of the person designated as the responsible representative or to that person's successor.
- 10.12 **Severability.** If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 10.13 **Independent Contractors.** Each party acknowledges that the parties to this Agreement are independent contractors and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other.
- 10.14 **No Third-Party Contracts or Obligations.** TPS shall not be deemed a party to any contractual arrangement between ASP and any third party. None of the promises, covenants and undertakings TPS makes in this Agreement is intended to create a right or benefit enforceable by a third party. ASP is not, and shall not hold itself out to be TPS's legal representative or permanent establishment, nor shall ASP purport to create or assume any obligations or responsibility on TPS' behalf. Any such purported obligation or responsibility shall be void.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

No Partnership or Joint Venture. Neither this Agreement nor any course of conduct between the parties hereunder shall constitute or create a partnership, joint venture, principal-agent relationship or employer-employee relationship between the parties.

- 10.16 **Compliance with Laws.** Each party represents and warrants that it shall comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies, including all laws, rules and regulations affecting or governing exports, in its performance under this Agreement.
- 10.17 **Government Rights.** ASP agrees (i) to identify the Licensed Product(s) in all proposals and agreements with the United States Government or any contractor for the United States Government; and (ii) to identify or to mark the software products provided pursuant to any agreement with the United States Government or any contractor for the United States Government as necessary to obtain protection substantially equivalent to that afforded commercial computer software and related documentation developed at private expense and provided with Restricted Rights as defined in DFARS 48 C.F.R. 252.227-7013(c)(1)(ii) or 48 C.F.R. 52.227-19, as applicable, or any successor regulations.
- 10.18 **Headings.** The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.
- 10.19 **Counterparts.** This Agreement may be executed in two counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same document.
- 10.20 **Scope of Agreement.** Each of the parties hereto acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement regarding the subject matter and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants and all other communications between the parties relating thereto.
- 10.21 **Amendment.** This Agreement may be amended only by a writing that refers specifically to this Agreement, signed by authorized representatives of both parties.

* * * END OF STANDARD TERMS AND CONDITIONS * * *

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

APPENDIX I TO SCHEDULE C

END USER LICENSE AGREEMENT

IMPORTANT – READ BEFORE USING THE SERVICE

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING OR USING THE ACCOMPANYING HOSTED SOFTWARE, THE USE OF WHICH IS LICENSED FOR USE ONLY AS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. IF YOU USE ANY PART OF THE SOFTWARE, SUCH USE WILL INDICATE THAT YOU ACCEPT THESE TERMS.

The accompanying hosted software is licensed to [COMPANY] (“Company”) by Twisted Pair Solutions, Inc. (“TPS”). This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and TPS for the hosted software product of TPS origin, as well as associated media, printed materials, and “online” or electronic documentation (“Service”). By using the Service, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, TPS is not willing to license the Service to you. In such event, do not access or use the Service.

Any updates to the Service provided by TPS (which may be provided by TPS at its sole discretion) shall be governed by the terms of this EULA. Products with separate end user license agreements that may be provided along with the Service are licensed to you under the terms of those separate end user license agreements.

LICENSE GRANT. Subject to the terms and conditions of this EULA, TPS grants you a nonexclusive right and license to access and use the Service, provided that, (1) you may not rent, lease, sell, sublicense or lend the Service or access thereto; (2) you may not reverse engineer, decompile, disassemble or modify the Service; and (3) you may not transfer rights under this EULA.

No license is granted in any of the Service’s source code. This license does not grant you any rights to patents, copyright, trade secrets, trademarks or any other rights with respect to the Service.

You may make a reasonable number of copies of the electronic documentation accompanying the Service for each Service license you acquire, provided that you must reproduce and include all copyright notices and any other proprietary rights notices appearing on the electronic documentation.

TPS reserves all rights not expressly granted herein.

INTELLECTUAL PROPERTY RIGHTS. The Service is protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. TPS and its suppliers retain all ownership of, and intellectual property rights in (including copyright), the Service components and all copies thereof.

EXPORT RESTRICTIONS. You agree that you will not export or re-export the Service, any part thereof or access thereto, or any process or service that is the direct product of the Service in violation of any applicable laws or regulations of the United States or the country in which you obtained them.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Service and related documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 C.F.R. 52.227-19, as applicable, or any successor regulations.

TERM AND TERMINATION. This EULA is effective until terminated. The EULA terminates immediately if you fail to comply with any term or condition hereof. You may also terminate this EULA at any time by canceling your subscription to the Service.

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Inc.

Twisted Pair Solutions,

GOVERNING LAW, VENUE AND ATTORNEYS' FEES. This EULA is governed by the laws of the State of Washington, USA, excluding its conflict of law rules, and you agree that all disputes arising in any way out of this EULA will be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of Washington. You agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety and does not apply to this EULA. If you subscribe to the Service in a country outside of the United States, that country's laws may apply. In any action or suit to enforce any right or remedy under this EULA or to interpret any provision of this EULA, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

ENTIRE AGREEMENT. This EULA constitutes the entire agreement between you and TPS with respect to the Service, and supersedes all other agreements or representations, whether written or oral. The terms of this EULA can only be modified by express written consent of both parties. If any part of this EULA is held to be unenforceable as written, it will be enforced to the maximum extent allowed by applicable law, and will not affect the enforceability of any other part.

Should you have any questions concerning this EULA, or if you desire to contact TPS for any reason, please contact Twisted Pair Solutions, Inc., 3131 Elliott Ave, Suite 200, Seattle, WA 98121 USA or send email to: info@twistpair.com.

NO WARRANTY. TPS makes no warranty or representation that the Service will meet your requirements, will work in combination with any hardware or application software products provided by third parties, that the operation of the Service will be uninterrupted or error free, or that any defects in the Service will be corrected.

TPS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS STATED HEREIN, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR AGAINST INFRINGEMENT. IF YOU HAVE RECEIVED ANY WARRANTIES REGARDING THE SERVICE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, TPS.

NO LIABILITY FOR CERTAIN DAMAGES. EXCEPT AS PROHIBITED BY LAW, TPS SHALL HAVE NO LIABILITY FOR COSTS, LOSS, DAMAGES OR LOST OPPORTUNITY OF ANY TYPE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST OR ANTICIPATED PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE ARISING FROM OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE SERVICE. IN NO EVENT SHALL TPS BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEE PAID BY YOU TO TPS OR THE COMPANY UNDER THIS EULA. SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

* Confidential portion has been omitted and filed separately with the Securities and Exchange Commission.

AMENDMENT

TWISTED PAIR SOLUTIONS, INC. APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

SCHEDULE D -- LICENSED PRODUCTS AND FEES

WAVE STANDARD PRICE LIST AND MARGIN STRUCTURE FOR ASP (All Prices are in US Dollars)

Maintenance and Support (Licensed Products)

Annual Support Fee *

Licensed Fees

These MSRP prices are based on WAVE 3.0 and subject to change with a 60 day notice. Any service agreements in place at the time of a price change will be grandfathered in at the old pricing through the term of each current agreement. ASP will receive partner discount, currently * at this time of signing.

Server Components				
		Each WAVE System is deployed using a combination of the following components: WAVE Management Server Redundant WAVE Management Server WAVE Media Servers Standard Channels Cisco IP Phone Channels Trunk Channels Multiplex Trunk Channels Tone Features		

Server Licensing				
Part Number	Name	Contents	Quantity	Price Per Month
W3-ASP-MP1	WAVE System - 1	Individual Group Communications	1	*

Client and Other Licensing				
Part Number	Name	Contents	Quantity	Price Per Month
W3-ASP-DC	Desktop Communicator	WAVE Desktop Communicator	1	*
W3-ASP-DS	Dispatch Communicator Standard	WAVE Dispatch Communicator Standard	1	*
W3-ASP-IP	IP Phone Communicator	WAVE Cisco IP Phone Communicator	1	*

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

W3-ASP-MC	Mobile Communicator	WAVE Mobile Communicator	1	*
W3-ASP-VP	Voice Port	WAVE Voice Port	1	*
W3-ASP-RS	Recording Session	WAVE Recording Session	1	*
W3-ASP-WDR	WAVE Domain Registrar	WDR Channel Subscription	1	*
W3-ASP-SE	Standard Engine	Standard Engine for SDK	1	*

W3-ASP-GE	UGC Comm Engine	Unified Group Communications Engine for SDK	1	*
W3-ASP-DE	Dispatch Engine	Dispatch Engine for SDK	1	*

By signing below, the parties acknowledge that they agree with the terms and conditions of this Amendment to the Application Service Provider License Agreement, executed on August 2, 2006, and each signatory represents and certifies that he or she is authorized to sign on behalf of his or her respective party and bind it to all of the terms and conditions of this Agreement:

TWISTED PAIR SOLUTIONS, INC.

GlobalTel IP, Inc.

By: /s/ *

By: /s/ Larry M. Reid

Printed Name: *

Printed Name: Larry M. Reid

Title: *

Title: President & CEO

Date: _2/6/08

Date: _2/4/08

* Confidential portion has been omitted and filed separately with the Securities and Exchange Commission.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

SCHEDULE E -- LICENSED MARKS

TPS GENERAL TRADEMARK GUIDELINE

The purpose of these guidelines is to assist you in complying with the legal requirements of Twisted Pair Solutions, Inc. (TPS) regarding trademark use. Additional guidelines are provided for the "Powered by WAVE™" marks and logos in Section 3 of Schedule C.

General Trademark Guidelines

You may use Twisted Pair Solutions (TPS) trademarks (including logos or taglines) to identify TPS products, services, and programs on all marketing and sales collaterals (such as, but not limited to, price quotes, datasheets, presentations, brochures, advertising, tradeshow materials, websites) provided you adhere to the following guidelines:

1. You may not incorporate or include TPS trademarks in your company name, product name, domain name, or in the name of your service.
2. Your product name may not be confusingly similar to any of TPS' trademarks.
3. Your use may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to TPS, any of its products, or any other person or entity.
4. Your use may not directly or indirectly imply TPS' sponsorship, affiliation, or endorsement of your product or service.
5. Reference to the TPS trademark may not be the most prominent visual element on your product or service. Your company name and/or logo, your product or service name, and your graphics should be significantly larger than the reference to TPS' trademark.
6. If your use includes references to a TPS product, the full name of the product must be referenced at the first and most prominent mention (such as WAVE™). When referencing any TPS trademarks, please mark with a ™ as indicated below.
7. You may not shorten or abbreviate any of TPS' trademarks. Always spell and capitalize TPS' trademarks exactly as they appear below.
8. You need to include the following trademark attribution statement: "[List of marks used in alphabetical order] are either registered trademarks or trademarks of Twisted Pair Solutions, Inc." For example: WAVE™ is a trademark of Twisted Pair Solutions, Inc.
9. These guidelines are provided for guidance only. TPS reserves the right to request revised wording depending upon the particular circumstances relating to a specific product.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

Trademarks

The following list sets forth certain of the trademarks used by Twisted Pair Solutions, Inc. This list is subject to change at any time.

WAVE™

Wide Area Voice Environment™

Logos

Unless you are licensed by Twisted Pair Solutions under a specific licensing program or agreement, use of TPS logos such as the TPS corporate logo and product logos are not allowed. You may qualify for use of certain logos under the programs offered through our Partner Program.

The following list sets forth certain of the logos used by Twisted Pair Solutions, Inc. This list is subject to change at any time. A full download of all logos may be found in the partner-only section of the Twisted Pair Solutions, Inc. website (www.twistpair.com).

Colors: The logos should only be used as indicated on the web site, or in black.



TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

SCHEDULE F
APPLICATION SERVICE PROVIDER MAINTENANCE, SUPPORT AND TRAINING AGREEMENT

This Application Service Provider Maintenance, Support and Training Agreement (“MS&T Agreement”) is part of the Service Provider License Agreement (“ASP Agreement”) between Twisted Pair Solutions, Inc. (“TPS”) and GlobalTel IP, Inc. (“ASP”) and is subject to all the general terms and conditions thereof, except as and to the extent such terms are specifically and directly superseded hereby. TPS and ASP may, at any time, negotiate and mutually agree to amend and extend the coverage of the maintenance, training and support beyond such period, provided that any such amendment is in writing.

A. Maintenance and Product Support.

1. Maintenance/Minor Updates. In consideration of the Service Fee set forth in Section A.4 below, TPS will provide ASP with any Minor Updates to the current version of the Licensed Product(s) made generally available during the term of this MS&T Agreement. ASP and TPS agree to discuss monthly support issues and processes.
2. Technical Support. In further consideration of the Service Fee set forth in Section A.4 below, TPS will provide ASP with TPS’ backend technical support services, as further described herein.
 - a. Back-end Support. TPS will provide back-end support to ASP for Program Errors not resolved by ASP pursuant to ASP support policies and in accordance with subsection (b) below. This support includes efforts to identify defective source code and to provide corrections, workarounds and/or patches to correct Program Errors. TPS will provide ASP with a telephone number and an e-mail address which ASP may use to report Program Errors during TPS’ Support Group business hours (“Business Hours”). For priority 1 or 2 failures, ASP agrees to notify TPS via both telephone and e-mail. ASP will identify one (1) member of its customer support staff and an alternate to act as the primary technical liaisons responsible for all communications with TPS’ technical support representatives. Such liaisons will have sufficient technical expertise, training and/or experience for ASP to perform its obligations hereunder. Within one (1) week after the Effective Date, ASP will designate its liaisons. Notification will be in writing and/or e-mail to TPS. ASP may substitute contacts at any time by providing to TPS one (1) week’s prior written and/or electronic notice thereof.

TPS will make reasonable efforts to correct significant Program Errors that ASP identifies, classifies and reports to TPS and that TPS substantiates. TPS may reclassify Program Errors if it reasonably believes that ASP’s classification is incorrect. ASP will provide sufficient information to enable TPS to duplicate the Program Error before TPS’ response obligations will commence. TPS will not be required to correct any Program Error caused by (a) ASP’s incorporation or attachment of a feature, program, or device to the Licensed Product(s), or any part thereof; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of the Licensed Product(s); (c) the failure to provide a suitable installation environment; (d) use of the Licensed Product(s) for other than the specific purpose for which the Licensed Product(s) are designed; (e) use of the Licensed Product(s) on any systems other than the specified hardware platform for such TPS Products; (f) ASP’s use of defective media or defective duplication of the Licensed Product(s); or (g) ASP’s failure to incorporate any Minor Update previously released by TPS which corrects such Program Error.

Provided Program Error reports are received by TPS during TPS’ Support Group Business Hours, TPS will use its commercially reasonable efforts to communicate

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

with ASP about the Program Error via telephone or e-mail within the following targeted response times:

Priority	Failure Description	Response Time
1	Fatal (no useful work can be done)	10 working hours
2	Severe Impact (functionality disabled): errors which result in a lack of application functionality or cause intermittent system failure	1 working day
3	Degraded Operations: errors causing malfunction of non critical functions	3 working days
4	Minimal Impact: attributes and/or options to utility programs do not operate as stated	Future release, on business justifiable basis
5	Enhancement Request	When applicable

TPS will use reasonable commercial efforts to resolve each significant Program Error by providing either a reasonable work around, an object code patch, or a specific action plan for how TPS will address the problem and an estimate of how long it will take to rectify the defect. TPS reserves the right to charge ASP additional fees at its then-standard rates for services performed in connection with reported Program Errors which are later determined to have been due to hardware or software not supplied by TPS. Notwithstanding the foregoing, TPS has no obligation to perform services in connection with (i) Program Errors resulting from hardware or software not supplied by TPS; or (ii) which occur in a Licensed Product release which is not the then-current release.

- b. Front-line Support. ASP, and not TPS, will provide front-line, or first and second level, technical support to its End Users and distributors. Such support includes call receipt, call screening, installation assistance, problem identification and diagnosis, efforts to create a repeatable demonstration of the Program Error, maintenance of a website that provides technical and warranty support to End Users and, if applicable, the distribution of any defective media or Minor Updates.

ASP agrees that any documentation distributed by ASP will clearly and conspicuously state that End Users should call ASP, and not TPS, for technical support for the Licensed Product(s). TPS will have no obligation to furnish any assistance, information or documentation with respect to the Licensed Product(s), to any End User. If TPS Customer Support representatives are being contacted by a significant number of ASP's End Users then, upon TPS' request, ASP and TPS will cooperate to minimize such contact.

3. Service Fee. For maintenance and support rendered in connection with the Licensed Product(s), as set forth in Sections A.1 through A.3 above, and for the period of this maintenance agreement only, ASP shall pay to TPS, on or before the Effective Date, the Annual Support Fee as specified in Schedule D.

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B. Product Training

1. WCSE/IE Training. ASP shall complete WCSE/IE training before offering the Service to End Users.
2. Training Fees. All Training Fees are payable not later than fifteen (15) days prior to the first day of the selected training program.

TWISTED PAIR SOLUTIONS, INC.

ASP

By: /s/ *

By: /s/ Larry M. Reid

Printed Name: *

Printed Name: Larry M. Reid

Title:*

Title: Executive Vice President & CFO

Date: 8/2/06

Date: 8/1/06

* Confidential portion has been omitted and filed separately with the Securities and Exchange Commission.

Service Provider License Agreement
Inc.

Twisted Pair Solutions,

**TWISTED PAIR SOLUTIONS, INC.
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT**

**SCHEDULE G
ASP Administrative & Billing Contact**

ASP: GlobalTel Ip, Inc.

Contact Name: Larry M. Reid

Title: Vice President & CFO

**Contact Address: 7999 N Federal Hwy, Suite 401
Boca Raton, FL 33487**

**Telephone (office): 561-939-3300 Ext 143
561-981-3540**

Telephone (cell): 954-821-3560

Email address: lreid@globaltelip.com

Service Provider License Agreement
Inc.

Twisted Pair Solutions,



AUTHORIZED RESELLER AGREEMENT

This AGREEMENT ("Agreement") is effective on May 10, 2006 ("Effective Date") by and between Twisted Pair Solutions, Inc. ("TPS"), having a place of business at 3131 Elliott Ave, Suite 200, Seattle, WA 98121 USA, and GlobalTel IP, Inc. ("Reseller"), having a place of business at 7999 N Federal Hwy, Suite 401, Boca Raton, FL 33487.

WHEREAS, TPS is the owner and developer of the Products, as defined below; and

WHEREAS, Reseller wishes to be appointed as an authorized Reseller so as to make the Products available to Reseller's customers under the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1.0 Definitions.

1.1 "Added Value" is the non-TPS component of the total solution which Reseller provides to End Users. Added Value includes, but is not limited to, pre- and post-sales network design, design implementation, and ongoing support at the level specified in TPS Channel Program documentation.

1.2 "Channel Partner Program" is the documentation of the specific requirements Resellers must meet in order to sell Products, the hierarchical classification of Resellers according to which requirements have been met, and the pricing discounts, market development funds and other benefits provided to the Reseller by TPS for having fulfilled the specific requirements for each of said hierarchical levels.

1.3 "End User" is the final purchaser or licensee that has acquired Product for its own internal use and not for resale, remarketing or distribution.

1.4 "Reseller" is a business entity that purchases and/or licenses products from TPS and resells them directly to End Users.

1.5 "Price List" means the list of Product prices included in Attachment A.

1.6 "Products" means the products and/or services identified in Attachment A, which Reseller may from time to time purchase from TPS in accordance with this Agreement.

1.7 "Software" is the machine readable (object code) version of computer programs and related documentation developed or marketed by TPS.

1.8 "Territory" means the geographical area(s) and/or specific End User markets as defined in Attachment A.

1.9 "Trademarks" has the meaning set forth in Section 7.0.

2.0 Appointment of Reseller.

2.1 Appointment. Subject to the terms and conditions set forth herein, TPS hereby appoints Reseller and Reseller hereby accepts appointment as a nonexclusive authorized Reseller of the Products in the Territory. Future Products are deemed added to this Agreement at such time as they are added by TPS to the current Price List. TPS has the right to discontinue the distribution or availability of any Product with thirty (30) days prior written notice to Reseller.

2.2 Nonexclusive Relationship. Reseller hereby acknowledges that nothing in this Agreement shall be construed to preclude TPS from directly or indirectly marketing, selling, or servicing any Product to or for any party in the Territory or elsewhere, including without limitation other Resellers and technology partners.

3.0 Rights of Reseller and Restrictions.

3.1 Reseller Rights. Reseller has the right to purchase Products from TPS and to resell the Products to End Users only in the Territory. Reseller may only sell outside the Territory with prior written approval by TPS. Reseller shall be solely responsible for providing adequate service and support in connection with the distribution of the Products in accordance with this Agreement.

3.2 Reseller Prohibitions. Reseller agrees not to resell the Products (a) for redistribution, except (i) as integrated in Reseller's systems which add substantial value and/or functionality to the Products, or (ii) with the prior written consent of TPS, (b) to customers or other distributors located outside the Territory or (c) with knowledge or reason to know that the Products will be transported outside the Territory, nor shall Reseller (d) modify the Products, (e) reproduce the Products, in whole or in part, or (f) reverse engineer, decompile, or disassemble the Products.

3.3 TPS Web Site Access. Reseller shall have Reseller-level access to the information and tools on the TPS web site (www.twistpair.com), provided Reseller's use of such information is subject to the terms and conditions set forth on www.twistpair.com and the confidentiality obligations of this Agreement.

3.4 Reseller Referral Listing. Unless Reseller informs TPS in writing that it may not do so, TPS may include Reseller in its TPS partner referral list and may, from time to time, refer opportunities and potential customers to Reseller.

3.5 Registered Partner Logo. Subject to Trademark restrictions included in this Agreement, Reseller shall have the right to use the Registered Partner Logo to promote the sale of Products to End Users. This Registered Partner Logo will be provided to all Resellers.

4.0 Terms.

4.1 Reseller Orders. The terms and conditions of this Agreement shall apply to all orders submitted to TPS and supersede any different or additional terms on Reseller's purchase orders. Orders issued by Reseller to TPS are solely for the purpose of requesting delivery dates and quantities. All orders placed with TPS for the Product will be subject to acceptance by TPS at its principal place of business. TPS shall use reasonable efforts to make deliveries promptly of orders so accepted.

4.2 Price. Reseller shall pay TPS for all Products ordered and shipped by, or downloaded from, TPS, at the prices set forth in the Price List or as otherwise agreed in writing by TPS and Reseller, as set forth in Section 8.0.

4.3 Shipments. Orders will be delivered by TPS via e-mail, or other appropriate method, of one or more access keys or other method of activation (a) to the Reseller or (b) upon written request of the Reseller directly to End Users. Physical copies of Product, upon written request of Reseller, will be shipped F.O.B. destination.

4.4 Payment. Reseller shall pay TPS within thirty (30) days after receipt of the Products or date of TPS' invoice, whichever is later. All payments shall be made in U.S. Dollars. TPS may accept payment in any amount without prejudice to its right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere will be construed as an accord or satisfaction. TPS reserves the right to conduct a credit check to confirm Reseller's creditworthiness. TPS' obligations under this Agreement shall be contingent upon confirmation of Reseller's creditworthiness to TPS' reasonable satisfaction based on the results of any such credit check. If Reseller fails to make any payment when due, TPS may withhold further shipments and/or downloads until the past-due payment is made, and may require that subsequent orders be paid for prior to or upon delivery of shipment. In addition, overdue payments may be charged interest at the lesser of 1.5% per month or the maximum interest allowed by law. If TPS is required to retain a collection agency or attorney to collect overdue payment, all reasonable collection costs, including attorney fees, will be payable by Reseller.

5.0 Taxes and Duties.

In addition to any payments due to TPS under this Agreement, Reseller shall pay any taxes, shipping, insurance, duties or other amounts, including without limitation state sales taxes, however designated, which are levied or based on such payments or arise under this Agreement, provided, however, that Reseller shall not be liable for taxes based on TPS' net income. Reseller agrees to provide TPS with an appropriate resale certificate, if required. In the event that Reseller is required by applicable law to make deductions or withholdings from payments to TPS, then Reseller shall pay such additional amounts to TPS as may be necessary to assure that the actual amount received by TPS after deduction or withholding (and after payment of any additional taxes due as a consequence of such additional amount) shall equal the amount that would have been received if such deduction or withholding were not required.

6.0 Reseller Obligations.

6.1 Sales and Marketing. Reseller represents and warrants that it is familiar with the market for TPS Products. Reseller will use its best efforts to market and distribute the Products, and agrees that its marketing and advertising efforts will be of high quality and in good taste. Reseller will include in all such advertising all applicable copyright and trademark notices as they appear on or in the Products or other TPS materials, as applicable. TPS will provide a reasonable amount of advertising material, as requested by Reseller, for use in Reseller's efforts to market the Products.

6.2 No Resale Outside the Territory. Reseller agrees not to solicit Product orders, engage salespersons, resell Products, or establish warehouses or other distribution centers outside of the Territory without prior written approval by TPS.

6.3 Added Value. Reseller agrees to include its Added Value as part of every sale to End Users of TPS' Products. Reseller agrees to demonstrate Products to prospective End Users at the End User's location and to perform presales design and configuration of the Products as necessary.

6.4 Implementation Services. Reseller agrees to provide all necessary implementation services, including but not limited to the tools, expertise, and resources required for design, installation, integration, and/or upgrades, for all Products sold by Reseller through either (i) Reseller's own internal resources or (ii) contracting with TPS approved subcontractor partners.

6.5 Support. Reseller agrees to provide the following support services for all Products sold by Reseller through either (i) Reseller's own internal resources; (ii) through TPS; or (iii) contracting with TPS approved subcontractor partners: Tier 1 (help desk) and Tier 2 (problem isolation) support to the End User, as defined in the TPS Channel Partner Program, and appropriate to the level attained by Reseller in said Program.

6.6 Trained Personnel. Reseller agrees to maintain trained sales representatives and sales and integration engineers in the number appropriate to the TPS Channel Partner level attained by Reseller.

6.7 Reports. Reseller agrees to provide TPS with the following:

(a) Either: (i) within fifteen (15) days after the end of each month, or (ii) in the applicable Product purchase order issued to TPS, and in any event in writing within five (5) days of receiving a request for such information from TPS, Point of Sale Reports in which Reseller shall identify the complete name, phone number and address of each End User, the date of sale, brief solution summary, and the date of installation;

(b) Ten (10) days prior to the beginning of said period, Quarterly Forecasts in which Reseller shall make a good faith effort to predict the sales of Product that will occur in the upcoming three (3) month period;

(c) Within fifteen (15) days after the end of each month, Monthly Activity Reports in which Reseller shall identify all sales and marketing activities related to TPS, including but not limited to End User demonstrations, shows and sales calls; and

(d) any other point of sale, forecast or activity reporting requirements as appropriate to the Partner Level achieved by Reseller in the TPS Channel Partner Program or as published by TPS from time to time.

6.8 Requirement to Maintain Contact. Reseller is required to provide to TPS and maintain at least one valid Reseller contact at all times for the duration of the Agreement, including first and last name, site address, telephone number and email address.

6.9 Inclusion of Annual Renewal and Update Subscription. For each Product resold, Reseller is responsible for either: (a) the sale of the appropriate annual renewal and update subscription; or (b) submittal to TPS of written waiver of software updates signed by the End User. Reseller is responsible for submitting to TPS the purchase of said subscriptions annually within thirty (30) days prior to each anniversary of the End User's initial purchase. In the event End User purchases or renews said update subscription directly from TPS, Reseller shall have no claim to compensation associated with the sale.

7.0 License to Use TPS Trademarks.

7.1 Trademark License. TPS hereby grants to Reseller a non-exclusive, limited license during the term of this Agreement to use both TPS' name and any stylized form or logo used by TPS and the applicable Product trademarks (the "Trademarks") in the Territory solely in connection with Reseller's distribution, advertising and promotion of the Products, provided that such Trademarks are used solely in accordance with TPS' specifications as to usage, style, color, and typeface, as such specifications are described in Attachment B and may be modified by TPS from time to time. Reseller agrees not to attach any trademarks, logos or trade designations to the Products, nor to remove or modify any of TPS' proprietary notices affixed to the Products. Reseller agrees not to affix any Trademarks to products other than the genuine Products.

7.2 Ownership of Trademarks. TPS retains exclusive ownership of all right, title, and interest in and to the Trademarks, together with any new or revised trademarks, trade names, and logos that TPS may adopt to identify it or any of its products or services during the term of this Agreement. Reseller shall not adopt or use any Trademarks in any manner whatsoever except as expressly provided in Section 7.1. Reseller shall not claim any rights in the Trademarks or take any action that threatens or challenges TPS' proprietary rights therein. All goodwill associated with the Trademarks will inure exclusively to the benefit of TPS.

8.0 Pricing.

8.1 Reseller Prices. The prices Reseller pays for Products will be set by TPS in accordance with the level Reseller has attained in the TPS Channel Reseller Program. TPS will be free to change prices, discount schedules, and any other terms of the Price List with a sixty (60) day advance notification of pending change to Reseller. New prices and schedules will be available within thirty (30) days of said change. If TPS increases its list prices, all Products shipped on or after the effective date of such increase will be at the new higher price, except that TPS will honor all accepted Reseller purchase orders that were received prior to notice of the price increase at the prices in effect at the time the order was received. TPS will protect Reseller from price increases for outstanding End User price quotations for up to 30 days provided that Reseller gives written notification of such quotes (including a copy of the customer quotation) within 10 days after the effective date of the new price. Subject to TPS' ability to impose maximum resale price limitations, Reseller is free to determine its resale prices unilaterally.

8.2 Special Pricing. TPS may provide Reseller with special pricing limited to resales made to one or more specific End Users. Any such agreement between TPS and Reseller must be in writing, and must specify a fixed time period during which such special pricing shall be provided. If no time limit is specified in the written agreement, the time period shall be ninety (90) days from the effective date of the written agreement regarding special pricing. If TPS offers special pricing and Reseller submits a purchase order based on such special pricing, Reseller accepts that TPS may condition such special pricing on Reseller's agreement to resell the Products to specific End Users and at a price that shall not exceed particular prices determined by TPS. No such condition will prohibit Reseller from selling at any price below the prices established by TPS.

8.3 Pricing Irregularities. If TPS determines that Reseller has resold Products purchased with special pricing provided above to any person or entity other than the End User identified by TPS, then TPS may, at TPS' sole discretion (a) invoice Reseller for the difference between such additional discount and Reseller's then-current resale discount, and/or (b) audit Reseller's purchases and relevant records pursuant to this Agreement ("Audit") and invoice Reseller for all

reasonable costs incurred by TPS in its performance of the Audit and/or (c) suspend Reseller's access to price deviations and other TPS sales and marketing programs; and/or (d) suspend shipments to Reseller; and/or (e) terminate this Agreement.

9.0 Ownership of Proprietary Rights and Non-disclosure.

9.1 Proprietary Rights. TPS and/or its licensors, where applicable, retain exclusive ownership of all intellectual property rights embodied in the Products. Reseller will take all reasonable measures to protect TPS' proprietary rights in the Products, including, without limitation, ensuring that End Users of the Products agree to TPS' standard Terms and Conditions of Use included with the Products. Except as expressly provided herein, Reseller is not granted any right under any of TPS' patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other of its intellectual property rights, or any franchises or licenses with respect to the Products.

9.2 Non-disclosure of Confidential Information. Confidential information will include all confidential and proprietary information of either party or any third party disclosed by one party to the other, which in the case of written information is marked "confidential" or "proprietary", and which in the case of information disclosed orally is identified at the time of the disclosure as confidential or proprietary. Reseller is hereby notified that the Software supplied under this Agreement, if any, is CONFIDENTIAL INFORMATION.

9.3 Non-disclosure Obligations. Each party must hold the other party's CONFIDENTIAL INFORMATION in confidence, and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information. Each party agrees that it has obtained or will obtain a written agreement with each employee or contractor having access to any such Confidential Information, under which the employee or contractor acknowledges the importance of protecting the Confidential Information to which such individual may have access and agrees to protect and not disclose the Confidential Information. Confidential Information may only be used for exercising rights and fulfilling obligations under this Agreement. Reseller must sign the TPS Mutual Confidentiality and Non-Disclosure Agreement. Additional requirements may be assigned by the acceptance of opportunity-specific non-disclosure agreements between TPS and Reseller.

9.4 Exceptions to Non-disclosure Obligations. The obligations defined above do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is disclosed under operation of law, or is disclosed by the disclosing party to third parties habitually without restriction on subsequent disclosure.

10.0 Publicity.

Except as expressly provided in this Agreement, neither TPS nor Reseller will issue press releases or make other public announcements that identify Reseller as an authorized or registered Reseller without the express written consent of the other party. In addition, Reseller shall at no time (nor cause any third party to) take any action, publish or otherwise communicate anything which is or may be detrimental to the business reputation of TPS.

11.0 Warranty.

11.1 Patent Indemnity. TPS shall defend at its own expense any third-party claim, suit or proceeding brought against Reseller insofar as it is based on a claim that a Product constitutes an infringement of a United States patent or a United States copyright, except to the extent that any such claim relates to any modification of a Product by Reseller, for which Reseller shall defend at its own expense and shall indemnify and hold TPS harmless from any third-party claim, suit or proceeding brought against TPS. To qualify for such defense and payment, the Reseller must (a) give TPS prompt written notice of any such claim, and (b) allow TPS to control, and fully cooperate with TPS in, the defense and all related settlement negotiations. TPS shall pay all damages; costs and expenses finally awarded to third parties as a result of a final judgment against Reseller or settlement of such claim negotiated by TPS but shall not be responsible for any compromise made without its consent. Upon notice of an alleged infringement, or if, in TPS' opinion, such a claim is likely, TPS shall have the right, at its option, to obtain the right to continue the distribution of Products, substitute other products with similar operating capabilities, or modify the Product so that it is no longer infringing. In the event that none of the above options are reasonably available in TPS' opinion, Reseller's sole and exclusive remedy shall be to cease using and to return to TPS all of the applicable Products, and to obtain from TPS a refund of the fee paid by Reseller for such Products. This Section 11.1 states TPS' entire liability for intellectual property infringement.

11.2 Limitations and Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TPS MAKES NO WARRANTIES RELATING TO THE PRODUCTS, EXPRESSED OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY AND ANY WARRANTIES RELATING TO VIRUSES. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE PRODUCTS OTHER THAN AS PROVIDED IN THIS SECTION. RESELLER SHALL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF TPS.

11.3 Waiver of Consequential Damages. IN NO EVENT SHALL TPS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF TPS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

11.4 Indemnity. TPS and Reseller shall indemnify and hold the other party and its affiliates, and their officers, directors, shareholders, employees, and agents, harmless from any losses, claims or damages (inclusive of attorney's fees and other costs of legal defense) that they, or any of them, may incur as a result of (a) the breach by TPS or Reseller, respectively, of any provision of this Agreement; (b) the making of any representations, warranties, or other statements on behalf of the other party that are not specifically authorized by the other party in writing; (c) any other negligent act on the part of TPS or Reseller or its representatives.

12.0 Export Compliance.

The parties shall comply with all applicable United States and foreign laws and regulations, including without limitation (a) all applicable laws and regulations relating to the advertising, packaging, sale, and distribution of the Products, (b) all United States export laws and regulations governing the export or reexport of all Products and any products or services

provided in connection with the Products, including without limitation the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and any regulations administered by the Department of the Treasury Office of Foreign Assets Control, and (c) all applicable laws and regulations of countries other than the United States that govern the importation, use, or reexport of the Products. Reseller further agrees to comply with any conditions that TPS notifies Reseller are contained in any applicable export licenses pertaining to the Products. Reseller shall comply with any reporting requirements that may apply to the export or reexport of the Products and shall provide to TPS and the appropriate governmental authority any periodic reports containing such information as may be required under applicable law. Reseller further agrees to pay any taxes or tariffs that may apply to the export or re-export of the Products.

13.0 Termination.

13.1 Term. The term of this Agreement shall commence as of the Effective Date and continue until terminated by either party as provided herein.

13.2 Termination Without Cause. Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party.

13.3 Termination With Cause. Either party may terminate this Agreement (a) upon thirty (30) days written notice to the other party for a material breach by the other party of this Agreement if such breach is not cured by the other party within such thirty (30) day period; or (b) immediately after giving written notice to the other party upon the commencement by or against the other party of any proceeding under any bankruptcy or similar law providing relief to the party as debtor, which proceeding is not dismissed within 60 days.

13.4 Rights upon Termination. Upon any termination of this Agreement, (a) Reseller's status as an authorized Reseller will be null and void; (b) Reseller shall immediately cease using the Trademarks and discontinue all representations that it is an authorized Reseller; (c) Reseller shall promptly return to TPS all sales literature, brochures, technical information, price lists, samples, evaluation units, and other materials received from TPS; and (d) Reseller shall submit to TPS within ten (10) days after the effective date of termination a summary of the number of Products in Reseller's inventory as of such termination date. TPS or its authorized distributors shall repurchase such Products from Reseller within a reasonable period after reviewing the inventory summary, at prices to be agreed upon between the parties, but in no event greater than the respective prices paid by Reseller for such Products. After TPS' receipt of the Products from Reseller, TPS will issue an appropriate credit to Reseller's account and refund any amount greater than the outstanding balance due TPS.

13.5 Separation Damages. Neither party shall be liable to the other party, and the parties expressly waive, to the fullest extent permitted by applicable law, any rights on account of termination of this Agreement to which a party may be entitled under applicable law which were not granted to it hereunder, for any compensation, reimbursement, or damages for loss of present or prospective profits or goodwill, or for any expenditures, investments, leases, or any type of commitment made in connection with the party's business in reliance on the existence of this Agreement, including without limitation advertising and promotion costs, costs of supplies, employee salaries, and other such costs and expenses.

13.6 Audit. Reseller shall keep full, true, and accurate records and accounts, in accordance with generally accepted accounting principles, of each Product purchased and resold, including information regarding compliance with TPS marketing and sales programs, Software usage and

transfer, End User names and locations, and Product exportation. If TPS, in its sole discretion, believes the Reseller records are inaccurate, Reseller shall make these records available for audit by TPS upon fifteen (15) days prior written notice, during regular business hours, at those locations where Reseller may maintain relevant records. Reseller shall bear all costs incurred by TPS in the performance of any audit which discloses any material breach of this Agreement. Reseller additionally acknowledges that from time to time TPS or its independent auditors may conduct additional specific audits with the purpose of monitoring and ensuring compliance by Reseller with TPS' policies and applicable laws. When requested, Reseller shall collaborate with TPS' auditors and provide accurate and truthful information. In all cases, Reseller agrees to bear, and/or promptly repay to TPS, all costs, fees and expenses incurred by TPS in the performance of any such audit and/or investigation that discloses any material breach of this Agreement by Reseller. Reseller acknowledges and accepts that, in addition to the above audit rights, TPS may directly contact any End User at anytime in order to verify and/or inform End Users about Reseller's compliance or non-compliance with this Agreement and TPS' policies.

14.0 Limitation of Liability.

Notwithstanding any other provisions of this Agreement, each party's liability to the other party under this Agreement shall be limited to the total payment made by Reseller to TPS in the most recent full calendar year. The foregoing limitation of liability shall not apply to any damages or settlement amounts for which a party is obligated to indemnify the other under Section 11.1.

15.0 Miscellaneous.

15.1 Assignment. Reseller may not assign this Agreement without the prior written approval of TPS. For the purposes of this section, a change in the persons or entities that control 50% more of the equity securities or voting interest of Reseller shall be considered an assignment of Reseller's rights. TPS may assign this Agreement upon written notice to Reseller.

15.2 Notices. All notices given pursuant to this Agreement shall be in writing sent prepaid by certified or registered mail or commercial express courier, and will be deemed effective upon confirmed delivery. All such notices will be sent to the addresses first set forth above, attention Contracts Manager for TPS and Contracts Manager for Reseller.

15.3 Waiver. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

15.4 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

15.5 Controlling Law. This Agreement shall be governed in all respects by the laws of the state of Washington, without regard to its choice of law rules. Application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded. Venue for any action arising out of this Agreement shall be properly laid in King County, Washington, or in the Federal District Court for the Western District of Washington.

15.6 No Agency. The parties are independent contractors under this Agreement, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties.

15.7 Counterparts. This Agreement must be signed in two counterparts, which together shall form a single agreement as if both parties had executed the same document.

15.8 Entire Agreement. This Agreement completely and exclusively states the agreement of the parties regarding its subject matter. This Agreement supersedes all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment or appendix signed on behalf of TPS and Reseller by their duly authorized representatives, and any provision of a purchase order purporting to supplement or vary the provisions hereof shall be void.

15.9 Attorneys' Fees. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that either party has breached this Agreement, then such party shall be liable and pay to the other party the reasonable legal fees incurred by such other party in connection with such litigation, including any appeal therefrom.

15.10 Equitable Relief. Each party acknowledges that the other would suffer irreparable harm in the event of a material breach of the provisions of this Agreement in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, a party shall be entitled, in addition to such other legal or equitable remedies which might be available, to injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it.

15.11 Right to Enter into this Agreement. The persons executing this Agreement warrant that they have the respective authority to bind TPS and Reseller to the terms and conditions embodied in this Agreement.

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

Supplier:
Twisted Pair Solutions, Inc.

Reseller:
GlobalTel IP, Inc.

Name: *

Name: Larry M. Reid

Title: *

Title: Executive VP & CFO

Signature: /s/ *

Signature: /s/ Larry M. Reid

Date: 5-10-06

Date: May 5, 2006

* Confidential portion has been omitted and filed separately with the Securities and Exchange Commission.

Attachments:

- A. TPS Price List, Authorized TPS Products to Resell, Authorized Territory
- B. TPS Trademark Usage Specifications
- C. Valid Reseller Contact
- D. Program Level Confirmation

Attachment A
Pricing, Authorized TPS Products to Resell,
Authorized Territory

Pricing

Pricing for TPS Products will be at a discount level to be set based on the Reseller's Channel Partner Program level (silver, gold or platinum) and applied to the then current MSRP price from the Channel Partner List Price Schedule. Special opportunity or other pricing may be established as agreeable to and documented by both parties.

Authorized TPS Products

all

Authorized Territory

Worldwide

Attachment B
TPS Trademark Usage Specifications

Twisted Pair Solutions, Inc.

The purpose of these guidelines is to assist you in complying with the legal requirements of Twisted Pair Solutions, Inc. (TPS) regarding trademark use.

General Trademark Guidelines

You may use Twisted Pair Solutions (TPS) trademarks (including logos or taglines) to identify TPS products, services, and programs on all marketing and sales collaterals (such as, but not limited to, price quotes, datasheets, presentations, brochures, advertising, tradeshow materials, websites) provided you adhere to the following guidelines:

1. You may not incorporate or include TPS trademarks in your company name, product name, domain name, or in the name of your service.
2. Your product name may not be confusingly similar to any of TPS' trademarks.
3. Your use may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to TPS, any of its products, or any other person or entity.
4. Your use may not directly or indirectly imply TPS' sponsorship, affiliation, or endorsement of your product or service.
5. Reference to the TPS trademark may not be the most prominent visual element on your product or service. Your company name and/or logo, your product or service name, and your graphics should be significantly larger than the reference to TPS' trademark.
6. If your use includes references to a TPS product, the full name of the product must be referenced at the first and most prominent mention (such as WAVE™). When referencing any TPS trademarks, please mark with a ™ as indicated below.
7. You may not shorten or abbreviate any of TPS' trademarks. Always spell and capitalize TPS' trademarks exactly as they appear below.
8. You need to include the following trademark attribution statement: "[List of marks used in alphabetical order] are either registered trademarks or trademarks of Twisted Pair Solutions, Inc." For example: WAVE™ is a trademark of Twisted Pair Solutions, Inc.
9. These guidelines are provided for guidance only. TPS reserves the right to require revised wording depending upon the particular circumstances relating to a specific product.

Attachment B
TPS Trademark Usage Specifications

Trademarks

The following list sets forth certain of the trademarks used by Twisted Pair Solutions, Inc. This list is subject to change at any time.

WAVE™

Wide Area Voice Environment™

Logos

Unless you are licensed by Twisted Pair Solutions under a specific licensing program or agreement, use of TPS logos such as the TPS corporate logo and product logos are not allowed. You may qualify for use of certain logos under the programs offered through our Partner Program.

The following list sets forth certain of the logos used by Twisted Pair Solutions, Inc. This list is subject to change at any time. A full download of all logos may be found in the partner-only section of the Twisted Pair Solutions, Inc. website (www.twistpair.com)



Colors: The logos should only be used as indicated on the web site, or in black.

**Attachment C
TPS Reseller Agreement
Valid Reseller Contact**

Reseller: GlobalTel IP, Inc.

Contact Name: Michael J. Gutowski

Title: Vice President Sales and Marketing

**Contact Address: 7999 N. Federal Hwy Suite 401
Boca Raton, FL 33487**

Telephone (office): 561-939-3300 Xt 142

Telephone (cell): 954-931-2000

Email address: mike@globaltelip.com

Attachment D
TPS Reseller Agreement
Program Level Confirmation

This Attachment D to the Authorized Reseller Agreement with Reseller identified below summarizes the TPS Channel Partner Program level, discount and other pertinent information for this Reseller.

Reseller: < > GlobalTel IP, Inc.

Effective Date: < >

TPS Channel Partner Program Level: < > *

Base Discount Level: < > *

Additional Discount for Registered Deals: < > *

Annual Revenue Target: < > *

Additional Terms or Considerations: none

IN WITNESS WHEREOF, the parties confirm and agree to this TPS Channel Partner Program level assignment as of the date first set forth above.

Supplier:
Twisted Pair Solutions, Inc.

Reseller:
GlobalTel IP, Inc.

Name: *

Name: Larry M. Reid

Title: *

Title: Executive VP & CFO

Signature: /s/

Signature: /s/ Larry M. Reid

Date: 5-10-06

Date: May 5, 2006

* Confidential portion has been omitted and filed separately with the Securities and Exchange Commission.

CONSULTING AGREEMENT

This Agreement is made as of 1st day of June 1, 2007 by and between GlobalTel IP, Inc., a Florida corporation and (“GTIP”) and MANNetworks LLC, a Florida LLC (“Consultant”).

- 1. Services.** Consultant agrees to perform for GTIP the services listed in the Scope of Services section in Exhibit A attached hereto and made a part hereof. Such services are hereinafter referred to as the “Services.” GTIP agrees that Consultant shall have reasonable access to GTIP’s staff and resources as necessary to perform the Services.
- 2. Payment for Services.** GTIP agrees to pay Consultant for the Services in accordance with the schedule contained in Exhibit B attached hereto and made a part hereof.
- 3. Invoicing.** GTIP shall pay to Consultant the amount agreed to herein within 30 days of the receipt by GTIP of the Consultant’s invoices.
- 4. Confidential Information.**
 - a. Consultant understands that during the course of providing services to GTIP, Consultant may have access to confidential information regarding GTIP and its subsidiaries and that such access will be given in trust and confidence. As such, Consultant agrees not to disclose directly or indirectly to any unauthorized person or entity, and agrees not to make use of, without the prior written permission of GTIP, at any time during or after its retention as a consultant, knowledge that Consultant acquires or acquired either before, during, or after retention as a consultant by GTIP respecting GTIP’s confidential information, except for and on behalf of GTIP, and solely within the course and scope of retention as a consultant.
 - b. The term “Confidential Information” as used herein means confidential information (whether or not reduced to writing or other medium) concerning the organization, business, or finances of GTIP including, but not limited to, trade secrets or confidential information respecting inventions, products, designs, methods, show-how and know-how, techniques, systems, processes, engineering data, software programs, algorithms, formulae, works of authorship, customer and supplier lists and accounts, pricing and costing methods, projects, plans, proposals, and non-public financial information.
 - c. Consultant hereby agrees to safeguard the Confidential Information by all reasonable steps and to abide by all of GTIP’s policies and procedures regarding storage, copying, and handling of documents. This obligation shall be in force unless and until such Confidential Information becomes generally available to the public by publication or other legal means (but not as a result of the unlawful use or publication).

- d. Consultant hereby agrees that at any time during or after retention as a consultant or during the period that Consultant, Consultant shall not make, use, or permit to be used any Company Property otherwise than for the benefit of GTIP. The term “Company Property” shall include all notes, notebooks, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, software code, data, graphics, computers, test equipment, models, tools, cellular telephones, pagers, credit and/or calling cards, keys, access cards, documentation, or other materials of any nature and in any form, whether written, printed, electronic, or in digital format or otherwise, relating to any matter within the scope of the business of GTIP or concerning any of its dealings or affairs and any other property of GTIP in my possession, custody, or control (whether prepared by me or others). Consultant further agrees that during or after retention as a consultant shall not use any such Company Property and shall use reasonable best efforts to prevent others from using the same.
- e. Consultant hereby acknowledges and agrees that all Company Property shall be and remain the sole and exclusive property of GTIP and immediately upon its the termination of retention as a consultant it shall deliver all Company Property then in Consultant’s possession or control, and all copies thereof, to GTIP.
- f. Notwithstanding anything herein to the contrary, Consultant may disclose Confidential Information if and to the extent that such disclosure is required by a court of law, by any governmental agency having supervisory authority over the business of GTIP, or by any administrative or legislative body (including a committee thereof) with apparent or actual jurisdiction to order Consultant to divulge, disclose, or make accessible such information. In the event Consultant is requested to disclose information as contemplated in the preceding sentence, Consultant shall, unless otherwise prohibited by law, give GTIP prompt notice of any request for disclosure in advance of Consultant making such disclosure in order to permit GTIP a reasonable opportunity to challenge such disclosure.

Staff. Consultant is an independent contractor and neither Consultant nor Consultant’s staff is, or shall be deemed to be employed by GTIP. Consultant reserves the right to determine the method by which the services will be performed. who performs the services under this agreement. GTIP shall not provide any insurance coverage of any kind for the Consultant or the Consultant’s staff. Consultant shall take appropriate measure to insure that its staff who perform Services are competent and that they do not breach the confidentiality provisions hereof.

5. Disputes.

- a. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association in Palm Beach County, Florida, to be determined and resolved by said association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equality in the costs of said arbitration.
- b. The final arbitration decision shall be enforceable through the courts of the state Florida or any other court having jurisdiction over the party against whom enforcement is sought.
- c. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this subsections a. and b. of this Section 5 were not a part hereof.

6. Taxes. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant or any members of its staff is an employee of GTIP, and GTIP and Consultant specifically agree that Consultant and such members are not employees of GTIP.

7. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

8. Applicable Law. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Florida, as such laws are applied by Florida courts to agreements entered into and to be performed in Florida by and between residents of Florida.

9. Jurisdiction. In the even that the provisions of subsections a. and b. of Section 5 hereof are not deemed a part hereof pursuant to the provisions of subsection c. of such Section 5, the parties hereto agree that any litigation directly or indirectly relating to this Agreement must be brought before and determined by a court of competent jurisdiction in Palm Beach County, Florida or in the Federal District Court for the Southern District of Florida and the parties hereby agree to waive any rights to object to, and hereby agree to submit to, the jurisdiction of such courts of this Agreement.

10. Equitable Remedies. Consultant agrees that any breach of this Agreement may cause irreparable damage to GTIP and that in the event of such breach, GTIP shall have, in addition to any and all remedies of law, the right to injunction, specific performance, or other equitable relief to prevent the violation of the obligations hereunder.

11. Scope of Agreement. In the event that any provision or portion hereof, or sentence or portion thereof of this Agreement is ultimately found to be invalid or unenforceable under any applicable statute or rule of law, then such provision or sentence or portion thereof shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof or sentence or portion thereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

12. Notices. Any Notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when received when personally delivered to the other party at the address of such party as set forth below, or to such other address furnished by notice given in accordance with this Section.

If to GTIP:

Chief Executive Officer
GlobalTel IP, Inc.
7999 North Federal Highway
Suite 401
Boca Raton, FL 33487

If to Consultant:

MANNetworks LLC
848 Appleby Street
Boca Raton, FL 33487

13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

14. Conflict. In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provision of such attachments shall govern.

15. Equitable Remedies. Consultant agrees that any breach of this Agreement may cause irreparable damage to GTIP and that in the event of such breach, GTIP shall have, in addition to any and all remedies of law, the right to injunction, specific performance, or other equitable relief to prevent the violation of the obligations hereunder.

16. Headings. The headings contained in this Agreement have been inserted for convenience and reference purposes only and shall not affect the meaning or interpretation hereof in any manner whatsoever.

17. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

18. Expenses. Each party shall bear all of its own other expenses associated with the transactions contemplated hereby.

19. Facsimile Signatures. Facsimile signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such facsimile signatures were an original execution, and this agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party to any other party.

20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. The word “including” as used in this Agreement shall mean including without limitation.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

GlobalTel IP, Inc.

MANNetworks, LLC

/s/ Larry M. Reid
Larry M. Reid
President & CEO

/s/ Leonhard Parmeter
Leonhard Parmeter
Consultant

Exhibit A
Scope of Services

Consultant is to computer networking services to the company and maintenance on such networks that the company may need.

Exhibit B
Payment Schedule

A monthly payment of \$1,500, plus out-of pocket expenses. Additional services beyond normal installations and maintenance shall be billed at the rate of \$75.00 per hour.

In addition to cash compensation as stated above consultant will receive option to purchase 150,000 shares of the company's restricted common stock at a price of \$.24 per share.

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2010

**WARRANT TO PURCHASE 105,000 SHARES OF THE COMMON STOCK OF
GLOBALTEL IP, INC.**

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 105,000 (one hundred five thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.275 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2010 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this

Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

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SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the

Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

- (f) All calculations under this Section 6.1 shall be made to the nearest cent.

SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Larry M. Reid

Dated: July 18, 2007

Attest: /s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2009

WARRANT TO PURCHASE 425,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 425,000 (four hundred twenty five thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.22 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2009 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Larry M. Reid

Dated: April 12, 2007

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2009

WARRANT TO PURCHASE 250,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 250,000 (two hundred fifty thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.24 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2009 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date,

shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the “Current Market Price” per share at any date (the “Computation Date”) shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company’s independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report of other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Larry M. Reid

Dated: June 4, 2007

Attest: /s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2007

WARRANT TO PURCHASE 100,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Joseph Giuliano (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 100,000 (one hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.20 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property

(including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the “Current Market Price” per share at any date (the “Computation Date”) shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company’s independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: December 31, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on September 30, 2007

WARRANT TO PURCHASE 100,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Joseph E. Conti (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 100,000 (one hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.20 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date,

shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the “Current Market Price” per share at any date (the “Computation Date”) shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company’s independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: December 31, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2011

WARRANT TO PURCHASE 500,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 500,000 (five hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.275 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2011 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the

next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the

Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By:

Dated: December 31, 2007

Attest:

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2009

WARRANT TO PURCHASE 425,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 425,000 (four hundred twenty five thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.22 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2009 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection

6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the

property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Larry M. Reid

Dated: April 12, 2007

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2009

WARRANT TO PURCHASE 250,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 250,000 (two hundred fifty thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.24 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2009 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton,

Florida Time, on the Termination Date (the “Exercise Period”) provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the “Current Market Value”):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term “Warrant” as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute

and deliver a new Warrant of like tenor and date.

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SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities

(excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

4

SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock

of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

5

SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Larry M. Reid

Dated: June 4, 2007

Attest: /s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on June 30, 2008

WARRANT TO PURCHASE 112,500 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 112,500 (one hundred twelve thousand five hundred) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.22 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on June 30, 2008 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from

time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory

indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

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SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of

shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report of other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common

Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as “Reorganizations”), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company’s or the Holder’s obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: June 13, 2006

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2007

WARRANT TO PURCHASE 100,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Joseph Giuliano (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 100,000 (one hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.20 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the

next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator

shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause

to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: December 31, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on September 30, 2007

WARRANT TO PURCHASE 100,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Joseph E. Conti (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 100,000 (one hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.20 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined

by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

4

SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution,

liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: December 31, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====
THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2011

**WARRANT TO PURCHASE 500,000 SHARES OF THE COMMON STOCK OF
GLOBALTEL IP, INC.**

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 500,000 (five hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.275 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2011 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined

by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution,

liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By:

Dated: December 31, 2007

Attest:

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on November 30, 2007

WARRANT TO PURCHASE 50,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 50,000 (fifty thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.20 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on November 30, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined

by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution,

liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: November 12, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on November 30, 2007

WARRANT TO PURCHASE 150,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 150,000 (one hundred fifty thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.12 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on November 30, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined

by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution,

liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: July 26, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on December 31, 2010

WARRANT TO PURCHASE 105,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 105,000 (one hundred five thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.275 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on December 31, 2010 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton,

Florida Time, on the Termination Date (the “Exercise Period”) provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the “Current Market Value”):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term “Warrant” as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute

and deliver a new Warrant of like tenor and date.

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SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

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(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection

6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the

property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Larry M. Reid

Dated: July 18, 2007

Attest: /s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on November 30, 2007

WARRANT TO PURCHASE 50,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 50,000 (fifty thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.12 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on November 30, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination

Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined

by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution,

liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: July 12, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

=====

THIS WARRANT AS WELL AS THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

Void after 5:00 P.M., Boca Raton, Florida Time, on November 30, 2007

WARRANT TO PURCHASE 50,000 SHARES OF THE COMMON STOCK OF GLOBALTEL IP, INC.

This is to certify that, FOR VALUE RECEIVED, Dominic and Sarina Albi JTEN (the "Holder") is entitled to purchase, subject to the provisions of this Warrant, from **GLOBALTEL IP, INC.**, a Florida corporation (the "Company"), 100,000 (one hundred thousand) shares of the common stock of the Company, \$0.001 par value (the "Common Stock"), at an exercise price of \$.12 per share at any time or from time to time from the date hereof until 5:00 P.M., Boca Raton, Florida Time on November 30, 2007 ("the Termination Date"). The number of shares to be received upon the exercise of this Warrant and the price to be paid for each such share shall be adjusted from time to time as hereinafter set forth. The shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter as well as any other securities that may be deliverable upon such exercise are sometimes referred to as "Warrant Shares" and the exercise price of this Warrant as in effect at any time as adjusted from time to time is hereinafter sometimes referred to as the "Exercise Price."

SECTION 1. EXERCISE OF WARRANT.

This Warrant may be exercised by the Holder of this Warrant in whole or in part at any time or from time to time during the period commencing on the date hereof and terminating at 5:00 P.M., Boca Raton, Florida Time, on the Termination Date (the "Exercise Period") provided, however, that if the Termination Date is a day on which banking institutions in the State of Florida are authorized by law to close, then on the next succeeding day which shall not be such a day. This Warrant may be exercised by presentation and

surrender hereof to the Company at its principal office, or at the office of its stock transfer agent, if any, with the Purchase Form annexed hereto duly executed and accompanied by payment of the Exercise Price for the number of Warrant Shares specified in such form. Such payment may be made, at the option of the Holder by check or wire transfer. As soon as practicable after each such exercise of the Warrant, but not later than two business days from the date of such exercise, the Company shall issue and deliver to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, registered in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable thereunder. Upon receipt by the Company of this Warrant at its office, or by the stock transfer agent of the Company at its office, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such shares shall not then be physically delivered to the Holder.

SECTION 2. RESERVATION OF SHARES.

The Company shall at all times reserve for issuance and/or delivery upon exercise of this Warrant such number of Warrant Shares as shall be required for issuance and delivery upon exercise of this Warrant.

SECTION 3. FRACTIONAL SHARES.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the value of a full share determined as follows (the "Current Market Value"):

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on NASDAQ, the Current Market Value shall be the last reported sale price of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing high bid and low asked prices for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges but bid and asked prices are reported by the OTC Bulletin Board or the National Quotation Bureau, Inc. or any successor thereto, the Current Market Value shall be the average of last reported high bid and low asked prices reported by the OTC Bulletin Board or, if not so reported, then by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Current Market Value shall be the book value of a share thereof as at the end of the fiscal quarter of the Company ending immediately prior to the date of the exercise of the Warrant for which financial statements of the Company are then available, determined in accordance with generally accepted accounting principles consistently applied.

SECTION 4. EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANT.

This Warrant is exchangeable, without expense, at the option of the Holder, upon presentation and surrender hereof to the Company for other Warrants of different denominations entitling the Holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. The term "Warrant" as used herein includes any Warrants into which this Warrant may be divided or exchanged. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date.

SECTION 5. RIGHTS AND LIABILITIES OF THE HOLDER.

The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein. No provision of this Warrant, in the absence of affirmative action by the Holder to purchase the Warrant Shares, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Exercise Price or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 6. ADJUSTMENTS, NOTICE PROVISIONS AND RESTRICTIONS ON ISSUANCE OF ADDITIONAL SECURITIES.

SECTION 6.1 Adjustment of Exercise Price. The Exercise Price in effect from time to time shall be subject to adjustment, as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on the outstanding shares of its capital stock that is payable in shares of its Common Stock, (ii) subdivide, split or reclassify the outstanding shares of its Common Stock into a greater number of shares of the same class, or (iii) combine or reclassify the outstanding shares of its Common Stock into a smaller number of shares of the same class, the Exercise Price in effect immediately after the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding immediately before such dividend, distribution, split, subdivision, combination or reclassification, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such dividend, distribution, split, subdivision, combination or reclassification. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock of the Company under this Section 6. Such adjustment shall be made successively upon the occurrence of each event specified above, but any such adjustment shall be effective only upon the effective date of such dividend, distribution, split, subdivision, combination or reclassification.

(b) In case the Company fixes a record date for the issuance to holders of its Common Stock of rights, options, warrants or convertible or exchangeable securities generally entitling such holders to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share of Common Stock on such record date, the Exercise Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered would purchase at the Current Market Price per share, and of which the denominator shall be the number of shares of Common Stock outstanding on such Record Date plus the number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be effective on the effective date of such issue and shall be made successively on each date whenever a record date is fixed.

(c) In case the Company fixes a record date for the making of a distribution to all holders of shares of its Common Stock of (i) of shares of any class of capital stock other than its Common Stock or (ii) of evidences of its indebtedness or (iii) of assets (other than dividends or distributions referred to in Subsection 6.1(a) hereof) or (iv) of rights, options, warrants or convertible or exchangeable securities (excluding those rights, options, warrants or convertible or exchangeable securities referred to in Subsection 6.1(b) hereof), then in each such case the Exercise Price in effect immediately thereafter shall be determined by multiplying the Exercise Price in effect immediately prior thereto by a fraction, of which the numerator shall be the total number of shares of Common Stock outstanding on such record date multiplied by the

Current Market Price (as such term is defined in Subsection 6.1(e) hereof) per share on such record date, less the aggregate fair value as determined in good faith by the Board of Directors of the Company of said shares or evidences of indebtedness or assets or rights, options, warrants or convertible or exchangeable securities so distributed, and of which the denominator shall be the total number of shares of Common Stock outstanding on such record date multiplied by such Current Market Price per share. Such adjustment shall be effective on the date of such distribution and shall be made successively each time such a record date is fixed. In the event that such distribution is not so made, the Exercise Price then in effect shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed.

(d) In the event of any merger, consolidation or sale of substantially all the assets of the Company resulting in any distribution to the Company's stockholders on or before the Termination Date, shall have the right to exercise this Warrant commencing at such time through the Termination Date which shall entitle the Holder to receive, in lieu of Warrant Shares, the kind and amount of securities and property (including cash) receivable by a holder of the number of shares of Warrant Shares into which this Warrant might have been exercisable immediately prior thereto.

(e) For the purpose of any computation under Subsection 6.1(b) or 6.1(c) hereof, the "Current Market Price" per share at any date (the "Computation Date") shall be deemed to be the average of the daily Current Market Value over 20 consecutive trading days ending the trading day before such date.

(f) All calculations under this Section 6.1 shall be made to the nearest cent.

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SECTION 6.2 Adjustment of Number of Shares. Upon each adjustment of the Exercise Price pursuant to Section 6.1 other than pursuant to Subsection 6.1(d) hereof, this Warrant shall thereupon evidence the right to purchase, in addition to any other securities to which the Holder is entitled to purchase, that number of Warrant Shares (calculated to the nearest one-hundred thousandth of a share) obtained by multiplying the number of shares of Common Stock purchasable upon exercise of the Warrant immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

SECTION 6.3 Verification of Computations. The Company may select a firm of independent public accountants, which may be the Company's independent auditors, and which selection may be changed from time to time, to verify the computations made in accordance with this Section 6. The certificate, report or other written statement of any such firm shall be conclusive evidence of the correctness of any computation made under this Section 6. Promptly upon its receipt of such certificate, report or statement from such firm of independent public accountants, the Company shall deliver a copy thereof to the Holder.

SECTION 6.4 Warrant Certificate Amendments. Irrespective of any adjustments pursuant to this Section 6, Warrant Certificates theretofore or thereafter issued need not be amended or replaced, but Warrant Certificates thereafter issued shall bear an appropriate legend or other notice of any adjustments and which legend and/or notice has been provided by the Company to the Holder.

SECTION 7. NOTICES TO THE HOLDER

So long as this Warrant shall be outstanding, (i) if the Company proposes to pay any dividend or make any distribution upon the Common Stock, (ii) if the Company shall offer to holders of its Common Stock rights to subscribe for, purchase, or exchange property for any shares of any class of stock, or any other rights or Warrants or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant), sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be sent by overnight mail or courier service to the Holder, at least five days prior to the date specified in

(x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or subscription rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

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SECTION 8. RECLASSIFICATION, REORGANIZATION OR MERGER.

In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety (collectively such actions being hereinafter referred to as "Reorganizations"), the Company shall, as a condition precedent to such Reorganization transaction, cause effective provisions to be made so that the Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to receive in lieu of the amount of securities otherwise deliverable, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant and the Warrants included in the Shares immediately prior to such Reorganization. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 9 shall similarly apply to successive Reorganizations.

SECTION 9. ISSUE TAX.

The issuance of certificates representing the Warrant Shares upon the exercise of this Warrant as well as securities underlying the Share Warrants shall be made without charge to the Holder for any original issuance tax in respect thereof.

SECTION 10. GOVERNING LAW, JURISDICTION AND VENUE.

This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The Company and by acceptance hereof, the Holder, hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida located in Palm Beach County, Florida or the United States Federal District Court for the Southern District of Florida with respect to any matter relating to this Warrant and the performance of the Company's or the Holder's obligations hereunder and the Company and the Holder hereby further consent to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of the Company or the Holder relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts.

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[Signature Page Follows]

GLOBALTEL IP, INC.

By: /s/ Steve Williams

Dated: July 12, 2005

Attest:

/s/ Larry M. Reid

Secretary

PURCHASE FORM

Dated _____, _____

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing _____ Warrant Shares and hereby makes payment of _____ in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

(Please typewrite or print in block letters)

Name

Address

Signature

Exhibit 10.17

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made effective as of this 25th day of July, 2007, by and between GlobalTel IP, Inc., a Florida Corporation (the "Company"), and John Boteler Consultant, (the "Consultant") an individual.

WITNESSETH:

WHEREAS, the Company wishes to retain the professional services of Consultant to provide consulting services for VoiceInterop Enterprise and Hosted WAVE solutions and Consultant wishes to provide the professional services to Company;

WHEREAS, the Company and Consultant wish to enter into a Consultant Services Agreement whereby Consultant shall receive compensation for Consultant's professional services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions

In the Agreement, the following words and phrases have the following meanings:

- a) "Business Opportunities" means all potential business opportunities in the area of voice interoperability market or opportunities for new business, products or services which have been disclosed to or investigated, studied or considered by the Company or by others on behalf of the Company or which came to the attention of the Consultant as a result of his engagement with the Company.
- b) "Client Information" means information pertaining to the Company's alliance partners, customers and clients without limitation:
 - i) any information the Company has regarding the business of its current alliance partners, existing and prospective clients;
 - ii) the names, addresses and telephone numbers of the current and alliance partners, existing and prospective customers of Company;
 - iii) and, the Company's contracts with its clients including details as to pricing, marketing and suppliers.
- c) "Commencement Date" means that date that the Consultant agrees to provide the Services, commencing on this day 25th of July 2007.
- d) "Confidential Information" means information known to or used by the Company in connection with the business of the Company including but not limited to:
 - i) any innovative and proprietary means of testing related products that have

- been developed by or for the Company including any software or hardware for the application thereof;
- ii) Documents, Financial Information, Intellectual Property, Marketing Information, or Research and Development, but not including any of the foregoing which was known to the Consultant prior to engagement by the Company or which is or becomes a matter of Public Knowledge; and
 - iii) any improvements, formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, information pertaining to the Company.
- e) “Documents” means any documents, compiled or un-compiled computer programs (in electronic or other form), specifications, plans, drawings, prototypes, models, manuals, materials, sketches, schematics, compilations of information, analyses, experiments, data, formulae or other information pertaining or relating to the Client Information or the Confidential Information including copies or reproductions (in any form) of the foregoing.
 - f) “Financial Information” means any information pertaining to the Company’s fees, costs, sales, income, profit, profitability, pricing, salaries and wages.
 - g) “Intellectual Property” means any and all any trade secrets, Documents, techniques, processes, information relating to any product, service, device, equipment or machine, inventions, designs, ideas, works, creations, developments, methods of doing business, processes, techniques, prototypes, patent or patent applications, trade-mark or trade-mark applications, industrial design or copyright of the Company and includes any modifications or improvements thereto.
 - h) “Marketing Information” means information related to the Company’s marketing programs, plans, strategies and proposed future products, services, advertising and promotions.
 - i) “Public Knowledge” means information that is generally known to business valuers, management consultants and investment bankers or is otherwise easily accessible through lawful, non-confidential sources.
 - j) “Research and Development” means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on at any time by the Company in connection with the business of the Company.

2. Term. The Term of this Agreement shall commence as of Commencement Date and shall continue for a period of thirty (30) days. Each term of this Agreement shall automatically renew for additional thirty (30) day periods. At any time, either party can cancel this Agreement in writing upon no less than thirty (30) day notice to the other party.

- 3. Description of Services.** Subject to the provisions of this Agreement, Consultant hereby agrees to perform the specific duties agreed upon by Consultant and more fully described in Exhibit A (“Services”).
- 4. Compensation.** Consultant shall be paid for Consultant’s services as follows:
- a. (\$40.00) per hour (Base Consultancy Fee)
 - b. (\$500.00) per day (Daily Travel Rate)
 - c. (.40 cents) per mile (Auto Allowance)
 - d. In addition, Consultant shall be reimbursed for all pre-approved travel, entertainment and other out-of-pocket expenses such as mobile telephone bill and postage directly related to the Services provided to the Company under this Agreement.
- 5. Property Rights and Trademarks** All business related materials and all other information received from Company, including, but not limited to, services, products, business development, marketing, sales, Company’s proprietary customer lists and other information which Company does not make available to the public herein referred to as “Confidential Information” is and shall remain the property of the Company. In addition, all materials created or developed by Consultant for Company under the scope of this Agreement shall be immediately released to Company and shall be solely owned by Company.
- 6. Disclosure** Solely with respect to the Services that are to be performed by Consultant, the Consultant agrees to promptly disclose to the Company or its nominee complete information in respect to all Business Opportunities, Client Information, Marketing Information, ideas, discoveries, inventions, improvements, developments, designs, and technical data, whether patentable or not (all of which may be referred to as "Intellectual Property"), which are conceived, made, produced or developed by the Consultant alone or with others, resulting as a consequence of the Consultant’s association with the Company and relating to the subject matter of the Intellectual Property.
- 7. Ownership Of Intellectual Property** Any and all Intellectual Property made or created by the Consultant during the course of the Consultant's fulfillment of this Agreement shall be the exclusive property of the Company and the Consultant shall have no right, title or interest therein even though the Consultant may have created or contributed to the creation of any of the Intellectual Property; and Company shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the termination of this Agreement. The Consultant shall maintain at all times adequate and current records relating to the creation and development of Intellectual Property, including the Client Information and any improvements, which records shall be and shall remain the property of the Company.
- 8. Independent Contractor.** Consultant acknowledges and agrees that he is an independent contractor of the Company and shall not be deemed to be an employee of the Company. Consultant shall be responsible for and pay all taxes assessed on all compensation provided to Consultant under the terms of this Agreement.

9. Confidential Information.

a. The Company and Consultant acknowledge that the Confidential Information, Intellectual Property, Client Information, Financial Information, Marketing Information, trade secrets, Research and Development, Documents and other data concerning the business or affairs of the Company or its Subsidiaries that may be obtained by Consultant while performing services, are the valuable and exclusive property of the Company. Consultant agrees that (1) Consultant will promptly disclose to the Company any information which Consultant may obtain during Consultant's performance of services about any opportunities to own, develop, operate or manage or be employed by any business substantially similar to or related in a material way to the present business conducted by the Company or its subsidiaries at the time of the execution of this agreement, except for information with respect to a bona fide client (other than the Company) of Consultant to whom Consultant provides or provided professional services, or information covered by a confidentiality agreement to which Consultant is a party; and (2) Consultant will not disclose to any unauthorized persons or use for Consultant's own account or for the benefit of any third party any of such confidential information, trade secrets, financial or other data or such business opportunities developed by Consultant on the behalf of Company without the written consent of the Company's Management. Should this Agreement be terminated by either party, within a period of seven (7) days of Consultant's termination of services, Consultant shall deliver to the Company any and all materials including memoranda, Intellectual Property, Client Information, notes, plans, records, reports or other documents and any copies thereof relating to the Company's operations which Consultant may then possess or have under Consultant's control. Nothing herein shall be construed as requiring Consultant to disclose information developed or known to Consultant prior to his consultation with Company. Such information will be considered Public Information or personal knowledge of the Consultant and not subject to this confidential provision.

d. Consultant acknowledges the importance of the Company's arrangements with its Clients, Employees and Consultants, and he further acknowledges that the nature of these arrangements constitute valuable assets of the Company, the confidentiality of which is crucial to Client, Employee and Consultant rapport. Therefore, Consultant agrees that he shall not at any time (whether before or after termination of this Agreement) directly or indirectly disclose or furnish to anyone, including to employees or other Consultants of the Company, any details of Consultant's individual compensation package (including, without limitation, share ownership or compensation), any Client agreements or individual compensation packages of the Company's Employees or other Consultants, without the prior written consent of the Company's Board of Directors.

c. The confidentiality provisions of this Agreement shall become effective as of the Commencement Date and shall cover all Confidential Information disclosed in

connection with the transactions described herein before or after the Commencement Date.

Notwithstanding the terms of Section 7 the confidentiality provisions of this Agreement shall continue for a period of two (2) years following the effective expiration or termination of this Agreement.

10. Competition. Company has been made aware of and does not object to Consultant providing consultancy services to other companies during the term of this consultancy with Company or after the conclusion thereof. While Consultant is free to consult with other companies, such consultancy must not materially interfere with services or compete with Company services in which Consultant has agreed to provide to Company during the term of his service. In addition, Consultant agrees that during the term of this Agreement and for two (2) years thereafter, not to directly market to the existing Company customer base as of the conclusion of this Agreement. Further, with respect to other companies with whom Consultant provides consulting services, Consultant will be bound by the Confidentiality provisions in paragraph 6 hereof including all information developed by Consultant on behalf of Company or in connection with employees of Company or directly developed by Company internally.

11. Termination

Notwithstanding Section 2 hereof, this Agreement may be terminated by either party:

a. **For Cause.** Either party may terminate this Agreement upon thirty (30) days written notice if; (i) commits an act of gross negligence, willful misconduct or fraud in carrying out its duties and obligations hereunder, (ii) institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, (iii) file a petition or answer or consent or other proceeding seeking reorganization, readjustment, arrangement, composition or similar relief under any federal or state law available for the protection bankrupt or insolvent debtors, (iv) consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or, (v) voluntarily suspend transaction of its usual business, (vi) if a court of competent jurisdiction shall have entered a decree or order adjudging bankrupt or insolvent or (vii) for the appointment of a receiver, trustee or assignee in bankruptcy; or (viii) there is a material breach of Consultants' obligations under this Agreement, and such material breach, if capable of being remedied, has not been remedied by the party within 30 days written notice to the other party. If this Agreement is terminated for cause by the Company, Consultant will be entitled to receive payment for all Consultant performed work, due in accordance with the Company's normal payment schedule previously agreed to by both Parties. If the Consultant terminates this Agreement for cause, the Consultant will be entitled to immediate payment of all remaining amounts due under the Agreement.

12.. Indemnity. During the term of this Agreement, and if applicable, thereafter, each party hereto shall indemnify and save harmless the other party from any and all loss, damage or expense (including reasonable attorneys' fees) which the other party may incur or suffer as a result of any claim of any kind whatsoever arising out of any actions taken by the other party in performance of this agreement provided further that such actions are not in conformity with the terms of this Agreement and/or were not authorized in advance by a representative of the other party.

13. General Provisions.

a. Amendment/ Waiver. This Agreement may not be modified, amended or waived in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

b. Supersedes Previous Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Consultants with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

c. Governing Law/Compliance. All matters affecting this Agreement, including the validity thereof, are to be governed by, interpreted and construed in accordance with the laws of the United States and the State of Florida. Consultant further agrees that he has complied with all applicable state, Federal and Provincial laws and has complied with all licensing or other related requirements to properly perform all services as outlined in this Agreement.

d. Disputes. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration. Venue for purposes of any such Arbitration will be in Broward County Florida.

e. Notices. Any notice hereunder by either party to the other shall be given in writing by personal delivery, by telecopy (with confirmation of transmission) or by certified mail, return receipt requested. If addressed to Consultant, the notice shall be delivered or mailed to Consultant at the address specified under Consultant's signature hereto, or if addressed to the Company, the notice shall be delivered or mailed to the Company at its executive offices to the attention of its President. A notice shall be deemed given, if by personal delivery or by telecopy, on the date of such delivery or, if by certified mail, on the date shown on the applicable return receipt.

f. Headings. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

g. Scope of Agreement. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns of Consultant and his successors.

h. No Conflicts. Consultant represents and warrants to the Company that Consultant is not bound by any agreement, commitment, understanding, or obligation, whether oral or written, that would conflict with or prevent Consultant from performing the services contemplated by this Agreement. Without limiting the generality of the foregoing, Consultant does not have in his possession or control, and will not use in the performance of services hereunder any proprietary information or other property of any other person or entity.

i) Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

GlobalTel IP Inc

Consultant

Michael J. Gutowski
("PRINT - COMPANY OFFICER")

John Boteler
("PRINT - CONSULTANT")

Signature: /s/ Michael. J. Gutowski

Signature: /s/ John Boteler

8000 N. Federal Highway, Suite 100

567 NE 33 Street

Boca Raton, Florida, USA, 33487

Oakland Park, FL 33334

Phone (561) 939-3300

954-567-0692

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EXHIBIT “A”
(Services)

Consultant shall agree to perform the following services for the Company as directed by the Company with regards to areas identified below for the development of Enterprise and Hosted “VoiceInterop” interoperability solutions:

1. Review existing Enterprise/Hosted WAVE lab at Miami NOC
2. Help replicate Miami lab at Boca office
3. Review new VoiceInterop Dispatch Software Bundle
4. Create and write technical user manual for VoiceInterop Dispatch Software Bundle
5. Install, configure and optimize Enterprise WAVE deployments
6. Provide all levels of technical assistance to key GTIP “VoiceInterop Only” personnel
7. Review and edit all existing VoiceInterop technical documentation
8. Conceptualize, write and review new Enterprise/Hosted technical documentation
9. Install, tune and align radio WAVE pertinent devices as required
10. Participate in required WAVE certification classes
11. Participate in and review all aspects of VoiceInterop circuit board development
12. Assist in all phases of Hosted WAVE development up to and including commercial launch
13. Act as support liaison to existing Enterprise customers if required
14. Manage network configurations

ASSET PURCHASE AGREEMENT

between

GLOBALTEL IP, INC.

and

INTERACTIVE MEDIA TECHNOLOGIES, INC.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into this 6th day of August 2007, by and between **GLOBALTEL IP, INC.**, a Florida corporation, (“GIPI”) and **INTERACTIVE MEDIA TECHNOLOGIES, INC.**, a Florida corporation (“IMT”).

WITNESSETH:

WHEREAS, GIPI has acquired certain assets from IMT that are used in connection with GIPI’s Voice Over Internet Protocol (“VoIP”) business and which are described in Schedule A attached hereto (the “Legacy Assets”); and

WHEREAS, IMT desires to purchase the Legacy Assets from GIPI upon the terms and conditions contained herein; and

WHEREAS, GIPI desires sell the Legacy Assets to IMT upon the terms and conditions contained herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. Assets, Properties and Rights to be Purchased. On the terms and subject to the conditions set forth herein, effective on the Closing Date (as defined below), GIPI shall sell, assign, convey, transfer and deliver to IMT, its successors and assigns, and IMT shall purchase and acquire from GIPI, the Legacy Assets free and clear of any and all liens, claims and encumbrances other than any liens, claims and encumbrances in existence upon GIPI’s purchase of the Legacy Assets from IMT.
2. Consideration. In full consideration of the sale and transfer of the Legacy Assets, IMT shall cancel and irrevocably release all obligations of GIPI to IMT on and as of the Effective Date and the Closing Date, whether actual, contingent or accrued, including, but not limited to, obligations for termination services, rent, co-location charges, software support, services provided by Hugh Nurse, health insurance premiums paid by IMT and any and all other obligations that GIPI may then have to IMT or any of its subsidiaries or affiliates.
3. Cancellation of Agreements. On and as of the Closing Date, the agreements described in Schedule B attached hereto shall be cancelled and shall have no further force or effect and neither IMT nor GIPI shall have any further obligation to the other pursuant to such agreements.

4. Liabilities Not Assumed. IMT does not assume or agree to pay or discharge any debts, liabilities or obligations of GIPI.
5. Accounts Receivable of GIPI. GIPI shall own and be entitled to collect all accounts receivable as of the Closing Date and IMT agrees to forward any payments made to IMT for accounts receivable owned to GIPI immediately to GIPI upon receipt thereof by IMT.
6. Deferred Revenue and Agent Deposits. Within thirty days subsequent to the Closing Date, GIPI shall remit to IMT the amount of \$ *_____* 20,802.88, which represents certain deposits made by GIPI's agents that utilize the Legacy Assets.
7. Effective Date and Closing Date. The Effective Date of this Agreement shall be the date this Agreement is executed by all parties. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place as of the close of business at the offices of GIPI at 8000 N. Federal Highway, Suite 100, Boca Raton, FL 33487 not more than five days from the date hereof (the date on which the Closing takes place being the "Closing Date") or at such other time and place as the parties hereto shall agree writing. If the Closing has not occurred on or before August 31, 2007, each party shall have the right to terminate this Agreement as hereinbelow provided.
8. Execution and Delivery of Closing Documents. At the Closing, GIPI will deliver to IMT such assignments, consents to assignments and good and sufficient instruments of transfer and conveyance as shall be necessary to transfer, assign and convey to, and to vest in, IMT good and merchantable title to the Legacy Assets, free and clear of all liens, claims and encumbrances and such lists and descriptions of the Legacy Assets other than any liens, claims and encumbrances in existence upon GIPI's purchase of the Legacy Assets from IMT and such other documents as IMT may reasonably request. At the Closing, each party also will execute and deliver such other appropriate and customary documents as the other party reasonably may request for the purpose of consummating the transactions contemplated by this Agreement. All actions taken at the Closing will be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.
9. Covenant to Defend Title. Effective as of the Closing Date, GIPI hereby binds itself, and its successors and assigns, at GIPI's sole cost and expense, to warrant and defend title to the Legacy Assets unto IMT, and its successors and assigns against every person whomsoever lawfully claiming the same or any part thereof other than those arising from any liens, claims and encumbrances in existence upon GIPI's purchase of the Legacy Assets from IMT.
10. Further Assurances. After the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as either party may reasonably deem to be practical and necessary or advisable in order to consummate the transactions contemplated by this Agreement and to vest more fully in IMT the ownership of and rights to the Legacy Assets granted hereunder as they existed immediately prior to the Closing.

11. Representations and Warranties of GIPI. GIPI represents and warrants to IMT as of the Effective Date and the Closing Date as follows, which representations and warranties shall survive the Closing:
 - a. Organization and Good Standing of GIPI. GIPI is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
 - b. Power and Authority. GIPI has the corporate power and authority to own, lease and operate the Legacy Assets.
 - c. Authorization and Validity. GIPI has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and any other documents executed or required to be executed by it in connection with this Agreement. This Agreement and the

other documents executed or required to be executed by GIPI in connection with this Agreement have been or will be duly authorized by all necessary corporate action.

- d. Binding Effect. This Agreement and the other documents executed or required to be executed by GIPI in connection with this Agreement have been or will have been duly executed and delivered by GIPI and are or will be, when executed and delivered, the legal, valid and binding obligations of GIPI enforceable in accordance with their terms except to the extent that:
- i. enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights;
 - ii. the availability of equitable remedies may be limited by equitable principles of general applicability; and
 - iii. rights to indemnification may be limited by considerations of public policy.
- e. No Violation. Neither the execution and performance of this Agreement or the agreements described herein nor the consummation of the transactions described herein or therein will:
- i. result in a violation or breach of (a) the articles of incorporation or by-laws of GIPI; or (b) any material agreement or other material instrument under which GIPI is bound or to which any of the Assets are subject, or result in the creation or imposition of any lien, charge or encumbrance upon any of the Assets, or
 - ii. violate, in any material respect, any applicable law or regulation or any judgment or order of any court or governmental agency.
- f. Title to Legacy Assets. At the Closing, GIPI will own the Legacy Assets free and clear of all liens, claims and encumbrances other than any liens, claims and encumbrances in existence upon GIPI's purchase of the Legacy Assets from IMT. Upon consummation of the transactions contemplated hereby, IMT shall receive good and valid title to the Legacy Assets, free and clear of all liens, claims and encumbrances other than any liens, claims and encumbrances in existence upon GIPI's purchase of the Legacy Assets from IMT.
- g. Consents. No authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements or transactions contemplated hereby on the part of GIPI other than a release of a security interest held by Judith Holding LTD.
- h. Litigation. No legal or administrative or other adversary proceeding or investigation is currently pending against GIPI and, to the best knowledge of GIPI, none is threatened or contemplated by any governmental agency or other third party with respect to the Legacy Assets. GIPI is not subject to any continuing court or administrative order, writ, injunction or decree applicable specifically to the Legacy Assets which would affect the obligations of GIPI or the rights of IMT hereunder.
- i. Full Disclosure. There are no facts pertaining to the Legacy Assets that are reasonably likely to have a material adverse effect on them that have not been disclosed by GIPI to IMT.
- j. Liens on Assets. There are no liens held by any party on the Legacy Assets other than a security interest held by Judith Holding LTD. At or prior to the Closing, Judith Holding LTD shall have released its security interest in the Legacy assets.

12. IMT represents and warrants to GIPI as of the Effective Date and the Closing Date as follows, which representations and warranties shall survive the Closing:

- a. Organization and Good Standing. IMT is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida..

- b. Power and Authority. IMT has the corporate power and authority to issue the IMT Shares as herein provided.
- c. Authority and Validity. IMT has the corporate power and authority to execute, deliver and perform its respective obligations under this Agreement and the other documents executed or required to be executed by it in connection with this Agreement, and this Agreement and the other documents executed or required to be executed by IMT in connection with this Agreement have been duly authorized by all necessary corporate action of IMT.
- d. Binding Effect. This Agreement and the other documents executed or required to be executed by IMT in connection with this Agreement have been or will have been duly authorized, executed and delivered by IMT and are or will be, when executed and delivered, the legal, valid and binding obligations of IMT enforceable in accordance with their terms except to the extent that:
- i. enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights;
 - ii. the availability of equitable remedies may be limited by equitable principles of general applicability; and
 - iii. rights to indemnification may be limited by considerations of public policy.
- e. No Violation. Neither the execution and performance of this Agreement or the agreements described herein nor the consummation of the transactions described herein or therein will:
- i. result in a violation or breach of (a) the articles of incorporation or by-laws of IMT or (b) any material agreement or other material instrument under which IMT is bound or to which the assets of IMT are subject, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets or properties of IMT; or
 - ii. violate, in any material respect, any applicable law or regulation or any judgment or order of any court or governmental agency.
- f. Consents. No authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements or transactions contemplated hereby on the part of IMT.

13. Termination by Agreement of GIPI and IMT. GIPI and IMT may terminate this Agreement at any time by their mutual written consent.
14. Damages. If this Agreement is terminated, the parties shall retain any rights they may have against each other for any breach of any of the terms and conditions of this Agreement.
15. Expenses. Each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.
16. Entire Agreement. This Agreement and the exhibits hereto contain the complete agreement among the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the parties with respect to such transactions.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute

only one original.

18. Notices. All notices, demands, requests, or other communications that may be or are required to be given, served or sent by any party to any other party pursuant to this Agreement shall be deemed to have been made when delivered and addressed to the respective party as follows:

If to IMT:

Interactive Media Technologies, Inc.
7999 North Federal Highway
Boca Raton, Florida 33487

If to GIPI:

GlobalTel IP, Inc.
8000 North Federal Highway
Suite 100
Boca Raton, Florida 33487

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee, with the return receipt, the delivery receipt, the affidavit of messenger, or (with respect to a telecopy or telex) the answerback or confirmation of receipt being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation

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19. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

20. Successors and Assigns. This Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Florida and exclusive venue shall lie in the state and federal courts in the State of Florida.

22. Amendment, Waiver and Other Action. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties against which enforcement of the amendment, modification or supplement is sought.

23. Legal Representation. All of the parties to this Agreement acknowledge that they have been advised that they should seek and have had the opportunity to seek counsel to review this Agreement and to obtain the advice of such counsel relating thereto.

24. Assignment. Neither this Agreement nor any right created hereby shall be assignable by either party hereto without the consent of the other party, which consent shall not be unreasonably withheld, provided that IMT may assign this Agreement to a wholly owned subsidiary which has not yet been formed.

25. Confidentiality. Other than as required by law, each party shall maintain the confidentiality of, and not divulge or disclose to any other person, the existence of or any terms and conditions of this Agreement or any of the financial or other information provided to it by the other party to this Agreement.

26. Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

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27. Number and Gender. Whenever the context requires, references in this Agreement to the singular number shall include the plural; the plural number shall include the singular; and words denoting gender shall include the masculine, feminine, and neuter.

28. Public Announcements. Except to the extent that GIPI or IMT believes on the advice of counsel that public disclosure is required by law, no party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without prior notification to the other parties. The parties shall cooperate as to the time and contents of any such press release or public announcement, but if they are unable to reach an agreement as to the time and contents of such press release or public announcement, each shall be free to make such press release or public announcement as it deems necessary.

29. Survival of Representations and Warranties. The representations and warranties of the respective parties shall survive the Closing or termination of this Agreement, as the case may be.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

GLOBALTEL IP, INC.

/s/ Larry M. Reid

By: _____

Name: LARRY M. REID

Title: PRESIDENT

INTERACTIVE MEDIA TECHNOLOGIES, INC.

/s/ Steven M. Williams

By: _____

Name: STEVEN M. WILLIAMS

Title: PRESIDENT

Exhibit 10.19

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made effective as of this 9th day of August 2007, by and between GLOBALTEL IP, Inc., a Florida corporation (the "Company") located at 8000 N. Federal Hwy. Suite 100, Boca Raton, FL 33487, and True North Consulting, Inc.; (the "Consultant") a Florida Corporation located at 3224 NE 6th Street, Pompano Beach, FL 33062

WITNESSETH:

WHEREAS, the Company wishes to retain the professional services of Consultant to provide consulting services on behalf of Company and Consultant wishes to provide the professional services to Company;

WHEREAS, the Company and Consultant wish to enter into a Consultant Services Agreement whereby Consultant shall receive compensation for Consultant's professional services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions

In the Agreement, the following words and phrases have the following meanings:

- a) "Business Opportunities" means all potential business opportunities in the broadband Internet phone area of the telecommunications market or opportunities for new business, products or services which have been disclosed to or investigated, studied or considered by the Company or by others on behalf of the Company or which came to the attention of the Consultant as a result of his engagement with the Company.
- b) "Client Information" means information pertaining to the Company's customers and clients, client base and markets including without limitation:
 - i) any information the Company has regarding the business of its current and prospective clients;
 - ii) the names, addresses and telephone numbers of the current and prospective clients of Company;
 - iii) and, the Company's contracts with its clients including details as to pricing and supply.
- c) "Commencement Date" means that date and the Consultant agrees to provide the Services, commencing on August 9, 2007.

- d) “Confidential Information” means information known to or used by the Company in connection with the business of the Company including but not limited to:
 - i) any innovative and proprietary means of testing and related products that have been developed by or for the Company including any software for the application thereof;
 - ii) Documents, Financial Information, Marketing Information, Intellectual Property, Business Opportunities or Research and Development, but not including any of the foregoing which was known to the Consultant prior to engagement by the Company or which is or becomes a matter of Public Knowledge; and
 - iii) any improvements, formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, information pertaining to the Company.
- e) “Documents” means any documents, compiled or un-compiled computer programs (in electronic or other form), specifications, plans, drawings, prototypes, models, manuals, materials, sketches, schematics, compilations of information, analyses, experiments, data, formulae or other information pertaining or relating to the Client Information or the Confidential Information including copies or reproductions (in any form) of the foregoing.
- f) “Financial Information” means any information pertaining to the Company’s fees, costs, sales, income, profit, profitability, pricing, salaries and wages.
- g) “Intellectual Property” means any and all any trade secrets, Documents, techniques, processes, information relating to any product, service, device, equipment or machine, inventions, designs, ideas, works, creations, developments, methods of doing business, processes, techniques, prototypes, patent or patent applications, trade-mark or trade-mark applications, industrial design or copyright of the Company and includes any modifications or improvements thereto.
- h) “Marketing Information” means information related to the Company’s marketing programs, plans, strategies and proposed future products, services, advertising and promotions.
- i) “Public Knowledge” means information that is generally known to business valuers, management consultants and investment bankers or is otherwise easily accessible through lawful, non-confidential sources.
- j) “Research and Development” means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on at any time by the Company in connection with the business of the Company.

2. Term. The Term of this Agreement shall commence as of August 9, 2007 the “Commencement Date” and continue for a period of one (1) year. The term of this Agreement

may be renewed for additional one (1) year periods provided the parties mutually agree to a renewal or revised compensation Agreement. Each party agrees to notify the other in writing no less than thirty (30) days prior to the expiration date of an intention not to renew this Agreement. Either party may terminate this Agreement after 90 days with 30 days written notice to other without cause or under mutually agreed upon circumstances.

3. Description of Services. Subject to the provisions of this Agreement, Consultant hereby agrees to perform the specific duties agreed upon by Consultant and the Company and has been more fully described in Exhibit A (“Services”).

4. Compensation. Consultant shall be paid for Consultant’s services as follows:

a. \$2,000.00 (USD) per week (Base Consultancy Fee).

b. In addition to the Base Consultancy Fee, Consultant will receive options to purchase 250,000 shares of the Company’s common stock.

c. Consultant shall be reimbursed for all pre-approved travel, entertainment and other out-of-pocket expenses such as mobile telephone bill and postage directly related to the Services provided to the Company under this Agreement.

d. Consultant shall be entitled to 12 normal business days plus US Banking holidays of vacation with pay. Consultant shall provide Company a minimum of 14 days notice for scheduling vacation.

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5. Property Rights and Trademarks. All business related materials and all other information received from Company, including, but not limited to, services, products, business development, marketing, sales, Company’s proprietary customer lists and other information which Company does not make available to the public (herein referred to as “Confidential Information” is and shall remain the property of the Company. In addition, all materials created or developed by Consultant for Company under the scope of this Agreement shall be immediately released to Company and shall be solely owned by Company.

6. Disclosure Solely with respect to the Services that are to be performed by Consultant, the Consultant agrees to promptly disclose to the Company or its nominee complete information in respect to all Business Opportunities, Client Information, Marketing Information, ideas, discoveries, inventions, improvements, developments, designs, and technical data, whether patentable or not (all of which may be referred to as "Intellectual Property"), which are conceived, made, produced or developed by the Consultant alone or with others, resulting as a consequence of the Consultant’s association with the Company and relating to the subject matter of the Intellectual Property.

7. Ownership Of Intellectual Property Any and all Intellectual Property made or created by the Consultant during the course of the Consultant's fulfillment of this Agreement shall be the exclusive property of the Company and the Consultant shall have no right, title or interest therein even though the Consultant may have created or contributed to the creation of any of the

Intellectual Property; and Company shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the termination of this Agreement. The Consultant shall maintain at all times adequate and current records relating to the creation and development of Intellectual Property, including the Client Information and any improvements, which records shall be and shall remain the property of the Company.

8. Independent Contractor. Consultant acknowledges and agrees that he is an independent contractor of the Company and shall not be deemed to be an employee of the Company. Consultant shall be responsible for and pay all taxes assessed on all compensation provided to Consultant under the terms of this Agreement.

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9. Confidential Information.

a. The Company and Consultant acknowledge that the Confidential Information, Intellectual Property, Client Information, Financial Information, Marketing Information, trade secrets, Research and Development, Documents and other data concerning the business or affairs of the Company or its Subsidiaries that may be obtained by Consultant while performing services, are the valuable and exclusive property of the Company. Consultant agrees that (1) Consultant will promptly disclose to the Company any information which Consultant may obtain during Consultant's performance of services about any opportunities to own, develop, operate or manage or be employed by any business substantially similar to or related in a material way to the present business conducted by the Company or its subsidiaries at the time of the execution of this agreement, except for information with respect to a bona fide client (other than the Company) of Consultant to whom Consultant provides or provided professional services, or information covered by a confidentiality agreement to which Consultant is a party; and (2) Consultant will not disclose to any unauthorized persons or use for Consultant's own account or for the benefit of any third party any of such confidential information, trade secrets, financial or other data or such business opportunities developed by Consultant on the behalf of Company without the written consent of the Company's Board of Directors. Effective upon the termination and within a period of seven (7) days of Consultant's services, Consultant shall deliver to the Company any and all materials including memoranda, Intellectual Property, Client Information, notes, plans, records, reports or other documents and any copies thereof relating to the Company's operations which Consultant may then possess or have under Consultant's control. Nothing herein shall be construed as requiring Consultant to disclose information developed or known to Consultant prior to his consultation with Company. Such information will be considered Public Information or personal knowledge of the Consultant and not subject to this confidential provision.

b. Consultant acknowledges the importance of the Company's arrangements with its employees and Consultants, and he further acknowledges that the nature of these arrangements constitute valuable assets of the Company, the confidentiality of which is crucial to employee and Consultant morale. Therefore, Consultant agrees that he shall not at any time (whether before or after termination of this Agreement) directly or indirectly disclose or furnish to anyone, including to employees or other Consultants of

the Company, any details of Consultant's individual compensation package (including, without limitation, share ownership or compensation) or the individual compensation packages of the Company's employees or other Consultants, without the prior written consent of the Company's Board of Directors.

c. The confidentiality provisions of this Agreement shall become effective as of the Commencement Date and shall cover all Confidential Information disclosed in connection with the transactions described herein before or after the Commencement Date. Notwithstanding the terms of Section 7 the confidentiality provisions of this Agreement shall continue for a period of two (2) years following the effective expiration or termination of this Agreement.

10. Competition. Company has been made aware of and does not object to Consultant providing consultancy services to other companies during the term of this consultancy with Company or after the conclusion thereof. While Consultant is free to consult with other companies, such consultancy must not materially interfere with services or compete with Company services in which Consultant has agreed to provide to Company during the term of his service. In addition, Consultant agrees that during the term of this Agreement and for one (1) year thereafter, not to directly market to the existing Company customer base as of the conclusion of this Agreement. Further, with respect to other companies with whom Consultant provides consulting services, Consultant will be bound by the Confidentiality provisions in paragraph 6 hereof including all confidential information developed by Consultant on behalf of Company or in connection with employees of Company or directly developed by Company internally.

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11. Termination

Notwithstanding Section 2 hereof, this Agreement may be terminated by either party:

a. For Cause. Either party may terminate this Agreement upon 10 days written notice if; (i) commits an act of gross negligence, willful misconduct or fraud in carrying out its duties and obligations hereunder, (ii) institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, (iii) file a petition or answer or consent or other proceeding seeking reorganization, readjustment, arrangement, composition or similar relief under any federal or state law available for the protection bankrupt or insolvent debtors, (iv) consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or, (v) voluntarily suspend transaction of its usual business, (vi) if a court of competent jurisdiction shall have entered a decree or order adjudging bankrupt or insolvent or (vii) for the appointment of a receiver, trustee or assignee in bankruptcy; or (viii) there is a material breach of Consultants' obligations under this Agreement, and such material breach, if capable of being remedied, has not been remedied by the party within 30 days written notice to the other party. If this Agreement is terminated for cause by the Company, Consultant will be entitled to immediate payment of all remaining amounts due under the terms herein equal to the time period provided for in the written notice above. If this Agreement is terminated for cause by the Consultant, the Consultant will be entitled to immediate payment of all remaining amounts due under the Agreement.

12.. Indemnity. During the term of this Agreement, and if applicable, thereafter, each party hereto shall indemnify and save harmless the other party from any and all loss, damage or expense (including reasonable attorneys' fees) which the other party may incur or suffer as a result of any claim of any kind whatsoever arising out of any actions taken by the other party in performance of this agreement provided further that such actions are not in conformity with the terms of this Agreement and/or were not authorized in advance by a representative of the other party.

13. General Provisions.

a. Amendment/ Waiver. This Agreement may not be modified, amended or waived in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

b. Supersedes Previous Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Consultants with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations there under.

c. Governing Law/Compliance. All matters affecting this Agreement, including the validity thereof, are to be governed by, interpreted and construed in accordance with the laws of the United States and the State of Florida. Consultant further agrees that he has complied with all applicable state, Federal and Provincial laws and has complied with all licensing or other related requirements to properly perform all services as outlined in this Agreement.

d. Disputes. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration. Venue for purposes of any such Arbitration will be in Boca Raton, Florida.

e. Notices. Any notice hereunder by either party to the other shall be given in writing by personal delivery, by telecopy (with confirmation of transmission) or by certified mail, return receipt requested. If addressed to Consultant, the notice shall be delivered or mailed to Consultant at the address specified under Consultant's signature hereto, or if addressed to the Company, the notice shall be delivered or mailed to the Company at its executive offices to the attention of its President. A notice shall be deemed given, if by personal delivery or by telecopy, on the date of such delivery or, if by certified mail, on the date shown on the applicable return receipt.

f. Headings. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

g. Scope of Agreement. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns of Consultant and his successors.

h. No Conflicts. Consultant represents and warrants to the Company that Consultant is not bound by any agreement, commitment, understanding, or obligation, whether oral or written, that would conflict with or prevent Consultant from performing the services contemplated by this Agreement. Without limiting the generality of the foregoing, Consultant does not have in his possession or control, and will not use in the performance of services hereunder any proprietary information or other property of any other person or entity.

i) Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

GlobalTel IP, Inc.

True North Consulting, Inc.

By: /s/ Larry M. Reid

By: /s/ Frank Babusik

8000 N. Federal Hwy
Suite 100
Boca Raton, FL 33487
Tel: 1-561-939-3300

Consultant Address:
3224 NE 6th Street
Pompano Beach, FL 33062
Tel: 1-561-866-6561

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EXHIBIT “A”
(Services)

Consultant shall agree to perform the following services for the Company as directed by the Company with regards to areas identified below for the development of IP based solutions for VOIP wholesale services and Voice Interoperability solutions.

- International Interconnect Agreements
- Service Level Agreements
- Third-Party Billing Agreements
- Product Management
- New Product Development
- Sales Management
- P&L Analysis
- VOIP Market Analysis
- VOIP Equipment Testing
- Network and Software Security Threats
- IP Network Signaling Protocols & PSTN Interfaces
- Prepaid Platform Functionality
- Credit Card Transaction Management
- Fraud Prevention Management

ASSET PURCHASE AGREEMENT

between

GLOBALTEL IP, INC.

and

SIPCOM CORPORATION

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into this 11th day of October 2007, by and between **GLOBALTEL IP, INC.**, a Florida corporation, ("GIPI") and **SIPCOM, CORPORATION**, a Florida corporation ("SIPC").

WITNESSETH:

WHEREAS, GIPI has certain assets designed to be used in connection with a Voice Over Internet Protocol business and which are described in Schedule A attached hereto (the "PortaOne Assets"); and

WHEREAS, SIPC desires to purchase the PortaOne Assets from GIPI upon the terms and conditions contained herein; and

WHEREAS, GIPI desires sell the PortaOne Assets to SIPC upon the terms and conditions contained herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. Assets to be Purchased. On the terms and subject to the conditions set forth herein, effective on the Closing Date (as defined below), GIPI shall sell, assign, convey, transfer and deliver to SIPC and SIPC shall purchase and acquire from GIPI, the PortaOne Assets free and clear of any and all liens, claims and encumbrances.
2. Consideration. SIPC shall pay GIPI \$85,000 as set forth in Section 4 below. -
3. Effective Date and Closing Date. The Effective Date of this Agreement shall be the date this Agreement is executed by all parties. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place as of the close of business at the offices of GIPI at 8000 N. Federal Highway, Suite 100, Boca Raton, FL 33487 not more than five days from the date hereof (the date on which the Closing takes place being the "Closing Date") or at such other time and place as the parties hereto shall agree writing. If the Closing has not occurred on or before October 31, 2007, each party shall have the right to terminate this Agreement as hereinbelow provided.
4. Execution and Delivery of Closing Documents. At the Closing, (a) GIPI will deliver to SIPC such assignments, consents to assignments and good and sufficient instruments of transfer and conveyance as shall be necessary to transfer, assign and convey to, and to vest in, SIPC good and merchantable title to the PortaOne Assets, free and clear of all liens, claims and encumbrances and such lists and descriptions of the PortaOne Assets and (b) SIPC shall pay GIPI \$17,000 by certified or cashier's check payable to the order of GIPI and shall deliver to GIPI SIPC's secured 10% \$68,000 installment promissory note in the form attached hereto as Exhibit B. At the Closing the parties shall execute a security agreement in the form attached hereto as Exhibit C. All actions taken at the Closing will be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.

5. Covenant to Defend Title. Effective as of the Closing Date, GIPI hereby binds itself, and its successors and assigns, at GIPI's sole cost and expense, to warrant and defend title to the PortaOne Assets unto SIPC, and its successors and assigns against every person whomsoever lawfully claiming the same or any part thereof other than those arising from any liens, claims and encumbrances in existence upon GIPI's purchase of the PortaOne Assets from SIPC.

6. Further Assurances. After the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as either party may reasonably deem to be practical and necessary or advisable in order to consummate the transactions contemplated by this Agreement and to vest more fully in SIPC the ownership of and rights to the PortaOne Assets granted hereunder as they existed immediately prior to the Closing.

7. Representations and Warranties of GIPI. GIPI represents and warrants to SIPC as of the Effective Date and the Closing Date as follows, which representations and warranties shall survive the Closing:

a. Organization and Good Standing of GIPI. GIPI is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

b. Power and Authority. GIPI has the corporate power and authority to own, lease and operate the PortaOne Assets.

c. Authorization and Validity. GIPI has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and any other documents executed or required to be executed by it in connection with this Agreement. This Agreement and the other documents executed or required to be executed by GIPI in connection with this Agreement have been or will be duly authorized by all necessary corporate action.

d. Binding Effect. This Agreement and the other documents executed or required to be executed by GIPI in connection with this Agreement have been or will have been duly executed and delivered by GIPI and are or will be, when executed and delivered, the legal, valid and binding obligations of GIPI enforceable in accordance with their terms except to the extent that:

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i. enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights;

ii. the availability of equitable remedies may be limited by equitable principles of general applicability; and

iii. rights to indemnification may be limited by considerations of public policy.

e. No Violation. Neither the execution and performance of this Agreement or the agreements described herein nor the consummation of the transactions described herein or therein will:

i. result in a violation or breach of (a) the articles of incorporation or by-laws of GIPI; or (b) any material agreement or other material instrument under which GIPI is bound or to which any of the PortaOne Assets are subject, or result in the creation or imposition of any lien, charge or encumbrance upon any of the PortaOne Assets, or

ii. violate, in any material respect, any applicable law or regulation or any judgment or order of any court or governmental agency.

f. Title to PortaOne Assets. At the Closing, GIPI will own the PortaOne Assets free and clear of all liens, claims and encumbrances. Upon consummation of the transactions contemplated hereby, SIPC shall receive good and valid title to the PortaOne Assets, free and clear of all liens, claims and encumbrances.

g. Consents. No authorization, consent, approval, permit or license of, or filing with, any

governmental or public body or authority, any lender or lessor or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements or transactions contemplated hereby on the part of GIPI other than a release of a security interest held by Judith Holding LTD.

h. Litigation. No legal or administrative or other adversary proceeding or investigation is currently pending against GIPI and, to the best knowledge of GIPI, none is threatened or contemplated by any governmental agency or other third party with respect to the PortaOne Assets. GIPI is not subject to any continuing court or administrative order, writ, injunction or decree applicable specifically to the PortaOne Assets which would affect the obligations of GIPI or the rights of SIPC hereunder.

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i. Full Disclosure. There are no facts pertaining to the PortaOne Assets that are reasonably likely to have a material adverse effect on them that have not been disclosed by GIPI to SIPC.

j. Liens on Assets. There are no liens held by any party on the PortaOne Assets other than a security interest held by Judith Holding LTD. At or prior to the Closing, Judith Holding LTD shall have released its security interest in the PortaOne assets.

8. SIPC represents and warrants to GIPI as of the Effective Date and the Closing Date as follows, which representations and warranties shall survive the Closing:

a. Organization and Good Standing. SIPC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida..

b. Power and Authority. SIPC has the corporate power and authority to issue the SIPC Shares as herein provided.

c. Authority and Validity. SIPC has the corporate power and authority to execute, deliver and perform its respective obligations under this Agreement and the other documents executed or required to be executed by it in connection with this Agreement, and this Agreement and the other documents executed or required to be executed by SIPC in connection with this Agreement have been duly authorized by all necessary corporate action of SIPC.

d. Binding Effect. This Agreement and the other documents executed or required to be executed by SIPC in connection with this Agreement have been or will have been duly authorized, executed and delivered by SIPC and are or will be, when executed and delivered, the legal, valid and binding obligations of SIPC enforceable in accordance with their terms except to the extent that:

i. enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights;

ii. the availability of equitable remedies may be limited by equitable principles of general applicability; and

iii. rights to indemnification may be limited by considerations of public policy.

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- e. No Violation. Neither the execution and performance of this Agreement or the agreements described herein nor the consummation of the transactions described herein or therein will:
- i. result in a violation or breach of (a) the articles of incorporation or by-laws of SIPC or (b) any material agreement or other material instrument under which SIPC is bound or to which the assets of SIPC are subject, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets or properties of SIPC; or
 - ii. violate, in any material respect, any applicable law or regulation or any judgment or order of any court or governmental agency.
- f. Consents. No authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements or transactions contemplated hereby on the part of SIPC.
9. Termination by Agreement of GIPI and SIPC. In addition to the termination provision of Section 3 hereof, GIPI and SIPC may terminate this Agreement at any time by their mutual written consent.
10. Damages. If this Agreement is terminated, the parties shall retain any rights they may have against each other for any breach of any of the terms and conditions of this Agreement.
11. Expenses. Each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.
12. Entire Agreement. This Agreement and the exhibits hereto contain the complete agreement among the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the parties with respect to such transactions.
13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one original.
14. Notices. All notices, demands, requests, or other communications that may be or are required to be given, served or sent by any party to any other party pursuant to this Agreement shall be deemed to have been made when delivered and addressed to the respective party as follows:

If to SIPC:

SIPCOM, CORPORATION
4158 Forest Drive
Weston, FL 33332

If to GIPI:

GlobalTel IP, Inc.
8000 North Federal Highway
Suite 100
Boca Raton, Florida 33487

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee, with the return receipt, the delivery receipt, the affidavit of messenger, or (with respect to a telecopy or telex) the answerback or confirmation of receipt being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation.

15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16. Successors and Assigns. This Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Florida. and exclusive venue shall lie in the state and federal courts in the State of Florida.

18. Amendment, Waiver and Other Action. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties against which enforcement of the amendment, modification or supplement is sought.

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19. Legal Representation. All of the parties to this Agreement acknowledge that they have been advised that they should seek and have had the opportunity to seek counsel to review this Agreement and to obtain the advice of such counsel relating thereto.

20. Assignment. Neither this Agreement nor any right created hereby shall be assignable by either party hereto without the consent of the other party, which consent shall not be unreasonably withheld.

21. Confidentiality. Other than as required by law, each party shall maintain the confidentiality of, and not divulge or disclose to any other person, the existence of or any terms and conditions of this Agreement or any of the financial or other information provided to it by the other party to this Agreement.

22. Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

23. Number and Gender. Whenever the context requires, references in this Agreement to the singular number shall include the plural; the plural number shall include the singular; and words denoting gender shall include the masculine, feminine, and neuter.

24. Public Announcements. Except to the extent that GIPI or SIPC believes on the advice of counsel that public disclosure is required by law, no party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without prior notification to the other parties. The parties shall cooperate as to the time and contents of any such press release or public announcement, but if they are unable to reach an agreement as to the time and contents of such press release or public announcement, each shall be free to make such press release or public announcement as it deems necessary.

25. Survival of Representations and Warranties. The representations and warranties of the respective parties shall survive the Closing or termination of this Agreement, as the case may be.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

GLOBALTEL IP, INC.

/s/ Larry M. Reid

By: _____

Name: LARRY M. REID

Title: PRESIDENT

SIPCOM, CORPORATION

/s/ Jose Luis Osorio

By: _____

Name: JOSE LUIS OSORIO

Title: PRESIDENT

Exhibit 10.21

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made effective as of this 22nd day of October 2007, by and between VoiceInterop Inc., a Florida Corporation (the "Company"), and CES Technologies, Inc. Consultant, (the "Consultant") a Florida Corporation.

WITNESSETH:

WHEREAS, the Company wishes to retain the professional services of Consultant to provide consulting services for VoiceInterop Enterprise and Hosted WAVE solutions and Consultant wishes to provide the professional services to Company;

WHEREAS, the Company and Consultant wish to enter into a Consultant Services Agreement whereby Consultant shall receive compensation for Consultant's professional services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions

In the Agreement, the following words and phrases have the following meanings:

- a) "Business Opportunities" means all potential business opportunities in the area of voice interoperability market or opportunities for new business, products or services which have been disclosed to or investigated, studied or considered by the Company or by others on behalf of the Company or which came to the attention of the Consultant as a result of his engagement with the Company.
- b) "Client Information" means information pertaining to the Company's alliance partners, customers and clients without limitation:
 - i) any information the Company has regarding the business of its current alliance partners, existing and prospective clients;
 - ii) the names, addresses and telephone numbers of the current and alliance partners, existing and prospective customers of Company;
 - iii) and, the Company's contracts with its clients including details as to pricing, marketing and suppliers.
- c) "Commencement Date" means that date that the Consultant agrees to provide the Services, commencing on this day 22nd of October 2007.
- d) "Confidential Information" means information known to or used by the Company in connection with the business of the Company including but not limited to:
 - i) any innovative and proprietary means of testing related products that have

- been developed by or for the Company including any software or hardware for the application thereof;
- ii) Documents, Financial Information, Intellectual Property, Marketing Information, or Research and Development, but not including any of the foregoing which was known to the Consultant prior to engagement by the Company or which is or becomes a matter of Public Knowledge; and
 - iii) any improvements, formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, information pertaining to the Company.
- e) “Documents” means any documents, compiled or un-compiled computer programs (in electronic or other form), specifications, plans, drawings, prototypes, models, manuals, materials, sketches, schematics, compilations of information, analyses, experiments, data, formulae or other information pertaining or relating to the Client Information or the Confidential Information including copies or reproductions (in any form) of the foregoing.
 - f) “Financial Information” means any information pertaining to the Company’s fees, costs, sales, income, profit, profitability, pricing, salaries and wages.
 - g) “Intellectual Property” means any and all any trade secrets, Documents, techniques, processes, information relating to any product, service, device, equipment or machine, inventions, designs, ideas, works, creations, developments, methods of doing business, processes, techniques, prototypes, patent or patent applications, trade-mark or trade-mark applications, industrial design or copyright of the Company and includes any modifications or improvements thereto.
 - h) “Marketing Information” means information related to the Company’s marketing programs, plans, strategies and proposed future products, services, advertising and promotions.
 - i) “Public Knowledge” means information that is generally known to business valuers, management consultants and investment bankers or is otherwise easily accessible through lawful, non-confidential sources.
 - j) “Research and Development” means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on at any time by the Company in connection with the business of the Company.

2. Term. The Term of this Agreement shall commence as of Commencement Date and shall continue until project has been completed and mutually accepted by both Parties. At any time, either party can cancel this Agreement For Cause in writing upon no less than thirty (30) day notice to the other party.

- 3. Description of Services.** Subject to the provisions of this Agreement, Consultant hereby agrees to perform the specific duties agreed upon by Consultant and more fully described in Exhibit A (“Services”).
- 4. Compensation.** Consultant shall be paid for Consultant’s services as follows:
- a. (\$5,000.00) upon acceptance of this Agreement
 - b. (\$5,000.00) upon completion of project
 - c. (\$40.00) per hour Consulting Fee (outside project scope)
 - d. (.40 cents) per mile (Auto Allowance)
 - d. In addition, Consultant shall be reimbursed for all pre-approved travel, entertainment and other out-of-pocket expenses such as long distance telephone bill and postage directly related to the Services provided to the Company under this Agreement.
- 5. Property Rights and Trademarks** All business related materials and all other information received from Company, including, but not limited to, services, products, business development, marketing, sales, Company’s proprietary customer lists and other information which Company does not make available to the public herein referred to as “Confidential Information” is and shall remain the property of the Company. In addition, all materials created or developed by Consultant for Company under the scope of this Agreement shall be immediately released to Company and shall be solely owned by Company.
- 6. Disclosure** Solely with respect to the Services that are to be performed by Consultant, the Consultant agrees to promptly disclose to the Company or its nominee complete information in respect to all Business Opportunities, Client Information, Marketing Information, ideas, discoveries, inventions, improvements, developments, designs, and technical data, whether patentable or not (all of which may be referred to as "Intellectual Property"), which are conceived, made, produced or developed by the Consultant alone or with others, resulting as a consequence of the Consultant’s association with the Company and relating to the subject matter of the Intellectual Property.
- 7. Ownership Of Intellectual Property** Any and all Intellectual Property made or created by the Consultant during the course of the Consultant’s fulfillment of this Agreement shall be the exclusive property of the Company and the Consultant shall have no right, title or interest therein even though the Consultant may have created or contributed to the creation of any of the Intellectual Property; and Company shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the termination of this Agreement. The Consultant shall maintain at all times adequate and current records relating to the creation and development of Intellectual Property, including the Client Information and any improvements, which records shall be and shall remain the property of the Company.
- 8. Independent Contractor.** Consultant acknowledges and agrees that he is an independent contractor of the Company and shall not be deemed to be an employee of the Company. Consultant shall be responsible to pay all applicable taxes on compensation provided to Consultant under the terms of this Agreement.

9. Confidential Information.

a. The Company and Consultant acknowledge that the Confidential Information, Intellectual Property, Client Information, Financial Information, Marketing Information, trade secrets, Research and Development, Documents and other data concerning the business or affairs of the Company or its Subsidiaries that may be obtained by Consultant while performing services, are the valuable and exclusive property of the Company. Consultant agrees that (1) Consultant will promptly disclose to the Company any information which Consultant may obtain during Consultant's performance of services about any opportunities to own, develop, operate or manage or be employed by any business substantially similar to or related in a material way to the present business conducted by the Company or its subsidiaries at the time of the execution of this agreement, except for information with respect to a bona fide client (other than the Company) of Consultant to whom Consultant provides or provided professional services, or information covered by a confidentiality agreement to which Consultant is a party; and (2) Consultant will not disclose to any unauthorized persons or use for Consultant's own account or for the benefit of any third party any of such confidential information, trade secrets, financial or other data or such business opportunities developed by Consultant on the behalf of Company without the written consent of the Company's Management. Should this Agreement be terminated by either party, within a period of seven (7) days of Consultant's termination of services, Consultant shall deliver to the Company any and all materials including memoranda, Intellectual Property, Client Information, notes, plans, records, reports or other documents and any copies thereof relating to the Company's operations which Consultant may then possess or have under Consultant's control. Nothing herein shall be construed as requiring Consultant to disclose information developed or known to Consultant prior to his consultation with Company. Such information will be considered Public Information or personal knowledge of the Consultant and not subject to this confidential provision.

e. Consultant acknowledges the importance of the Company's arrangements with its Clients, Employees and Consultants, and he further acknowledges that the nature of these arrangements constitute valuable assets of the Company, the confidentiality of which is crucial to Client, Employee and Consultant rapport. Therefore, Consultant agrees that he shall not at any time (whether before or after termination of this Agreement) directly or indirectly disclose or furnish to anyone, including to employees or other Consultants of the Company, any details of Consultant's individual compensation package (including, without limitation, share ownership or compensation), any Client agreements or individual compensation packages of the Company's Employees or other Consultants, without the prior written consent of the Company's Board of Directors.

c. The confidentiality provisions of this Agreement shall become effective as of the Commencement Date and shall cover all Confidential Information disclosed in connection with the transactions described herein before or after the Commencement Date. Notwithstanding the terms of Section 7 the confidentiality provisions of this Agreement shall continue for a period of two (2) years following the effective expiration or termination of this Agreement.

10. Competition. Company has been made aware of and does not object to Consultant providing consultancy services to other companies during the term of this consultancy with Company or after the conclusion thereof. While Consultant is free to consult with other companies, such consultancy must not materially interfere with services or compete with Company services in which Consultant has agreed to provide to Company during the term of his service. In addition, Consultant agrees that during the term of this Agreement and for two (2) years thereafter, not to directly market to the existing Company customer base as of the conclusion of this Agreement. Further, with respect to other companies with whom Consultant provides consulting services, Consultant will be bound by the Confidentiality provisions in paragraph 6 hereof including all information developed by Consultant on behalf of Company or in connection with employees of Company or directly developed by Company internally.

11. Termination

Notwithstanding Section 2 hereof, this Agreement may be terminated by either party:

a. For Cause. Either party may terminate this Agreement upon thirty (30) days written notice if; (i) commits an act of gross negligence, willful misconduct or fraud in carrying out its duties and obligations hereunder, (ii) institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, (iii) file a petition or answer or consent or other proceeding seeking reorganization, readjustment, arrangement, composition or similar relief under any federal or state law available for the protection bankrupt or insolvent debtors, (iv) consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or, (v) voluntarily suspend transaction of its usual business, (vi) if a court of competent jurisdiction shall have entered a decree or order adjudging bankrupt or insolvent or (vii) for the appointment of a receiver, trustee or assignee in bankruptcy; or (viii) there is a material breach of Consultants' obligations under this Agreement, and such material breach, if capable of being remedied, has not been remedied by the party within 30 days written notice to the other party. If this Agreement is terminated for cause by the Company, Consultant will be entitled to receive payment for all Consultant performed work, due in accordance with the Company's normal payment schedule previously agreed to by both Parties. If the Consultant terminates this Agreement for cause, the Consultant will be entitled to immediate payment of all remaining amounts due under the Agreement.

12.. Indemnity. During the term of this Agreement, and if applicable, thereafter, each party hereto shall indemnify and save harmless the other party from any and all loss, damage or expense (including reasonable attorneys' fees) which the other party may incur or suffer as a result of any claim of any kind whatsoever arising out of any actions taken by the other party in performance of this agreement provided further that such actions are not in conformity with the terms of this Agreement and/or were not authorized in advance by a representative of the other party.

13. General Provisions.

a. Amendment/ Waiver. This Agreement may not be modified, amended or waived in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

b. Supersedes Previous Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Consultants with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation;

commitment, agreement or writing will have no further rights or obligations there under.

c. Governing Law/Compliance. All matters affecting this Agreement, including the validity thereof, are to be governed by, interpreted and construed in accordance with the laws of the United States and the State of Florida. Consultant further agrees that he has compiled with all applicable state, Federal and Provincial laws and has complied with all licensing or other related requirements to properly perform all services as outlined in this Agreement.

d. Disputes. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration. Venue for purposes of any such Arbitration will be in Broward County Florida.

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e. Notices. Any notice hereunder by either party to the other shall be given in writing by personal delivery, by telecopy (with confirmation of transmission) or by certified mail, return receipt requested. If addressed to Consultant, the notice shall be delivered or mailed to Consultant at the address specified under Consultant's signature hereto, or if addressed to the Company, the notice shall be delivered or mailed to the Company at its executive offices to the attention of its President. A notice shall be deemed given, if by personal delivery or by telecopy, on the date of such delivery or, if by certified mail, on the date shown on the applicable return receipt.

f. Headings. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

g. Scope of Agreement. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns of Consultant and his successors.

h. No Conflicts. Consultant represents and warrants to the Company that Consultant is not bound by any agreement, commitment, understanding, or obligation, whether oral or written, that would conflict with or prevent Consultant from performing the services contemplated by this Agreement. Without limiting the generality of the foregoing, Consultant does not have in his possession or control, and will not use in the performance of services hereunder any proprietary information or other property of any other person or entity.

i) Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

GlobalTel IP Inc

Consultant

Larry M. Reid
("PRINT - COMPANY OFFICER")

CES Technologies, Inc.
("PRINT - CONSULTANT")

Signature: /s/ Larry M. Reid

Signature: /s/Robert Stengel

8000 N. Federal Highway, Suite 100
Boca Raton, Florida, USA, 33487

Phone (561) 939-3300

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EXHIBIT “A”
(Services)

Consultant shall agree to perform the following services for the Company as directed by the Company with regards to areas identified below for the development of Enterprise and Hosted “VoiceInterop” interoperability solutions:

1. Review VoiceInterop IP Gateway Technical Schematics
2. Create and write technical VoCoder software
3. Install, configure and optimize IP Gateway to VoiceInterop WAVE platform
4. Provide all levels of technical assistance to key project personnel
5. Review, critique and consult all existing VoiceInterop technical documentation
6. Install, tune and align radio VoiceInterop WAVE pertinent devices as required
7. Participate in engineering collaboration meeting

Exhibit 10.22

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made effective as of this 1st day of December 2007, by and between GlobalTel IP, Inc., a Florida Corporation (the "Company"), and Dolin International Trade and Capital LLC Consultant, (the "Consultant") a New York Corporation.

WITNESSETH:

WHEREAS, the Company wishes to retain the professional services of Consultant to provide consulting services for GlobalTel IP, Inc. and its subsidiaries; VoiceInterop, Inc. and Gulf Telco, Inc. and Consultant wishes to provide the professional services to Company;

WHEREAS, the Company and Consultant wish to enter into a Consultant Services Agreement whereby Consultant shall receive compensation for Consultant's professional services under the terms and conditions of this Agreement;

NOW, THERFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions

In the Agreement, the following words and phrases have the following meanings:

- a) "Business Opportunities" means all potential business opportunities in the area of voice interoperability market or opportunities for new business, products or services which have been disclosed to or investigated, studied or considered by the Company or by others on behalf of the Company or which came to the attention of the Consultant as a result of his engagement with the Company.
- b) "Client Information" means information pertaining to the Company's alliance partners, customers and clients without limitation:
 - i) any information the Company has regarding the business of its current alliance partners, existing and prospective clients;
 - ii) the names, addresses and telephone numbers of the current and alliance partners, existing and prospective customers of Company;
 - iii) and, the Company's contracts with its clients including details as to pricing, marketing and suppliers.
- c) "Commencement Date" means that date that the Consultant agrees to provide the Services, commencing on this day 1st of December 2007.
- d) "Confidential Information" means information known to or used by the Company in connection with the business of the Company including but not limited to:
 - i) any innovative and proprietary means of testing related products that have been developed by or for the Company including any software or hardware for the application thereof;

- ii) Documents, Financial Information, Intellectual Property, Marketing Information, or Research and Development, but not including any of the foregoing which was known to the Consultant prior to engagement by the Company or which is or becomes a matter of Public Knowledge; and
 - iii) any improvements, formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, information pertaining to the Company.
- e) “Documents” means any documents, compiled or un-compiled computer programs (in electronic or other form), specifications, plans, drawings, prototypes, models, manuals, materials, sketches, schematics, compilations of information, analyses, experiments, data, formulae or other information pertaining or relating to the Client Information or the Confidential Information including copies or reproductions (in any form) of the foregoing.
 - f) “Financial Information” means any information pertaining to the Company’s fees, costs, sales, income, profit, profitability, pricing, salaries and wages.
 - g) “Intellectual Property” means any and all any trade secrets, Documents, techniques, processes, information relating to any product, service, device, equipment or machine, inventions, designs, ideas, works, creations, developments, methods of doing business, processes, techniques, prototypes, patent or patent applications, trade-mark or trade-mark applications, industrial design or copyright of the Company and includes any modifications or improvements thereto.
 - h) “Marketing Information” means information related to the Company’s marketing programs, plans, strategies and proposed future products, services, advertising and promotions.
 - i) “Public Knowledge” means information that is generally known to business valuers, management consultants and investment bankers or is otherwise easily accessible through lawful, non-confidential sources.
 - j) “Research and Development” means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on at any time by the Company in connection with the business of the Company.

2. Term. The Term of this Agreement shall commence as of Commencement Date and shall continue for a minimum of three months and if the Company agrees to an extension on a month to month basis or until consultant services are no longer needed by the Company. If the Agreement is extended, after the initial three month period, either party can cancel this Agreement in writing upon no less than thirty (30) days notice to the other party.

3. Description of Services. Subject to the provisions of this Agreement, Consultant hereby agrees to perform the specific duties agreed upon by Consultant and more fully described in Exhibit A (“Services”).

4. Compensation. Consultant shall be paid for Consultant’s services as follows:

- a. (\$10,000.00) upon acceptance of this Agreement (first months services)
- b. all payments excluding travel and expense fees shall be deemed an advance against future success fees
- c. (\$10,000.00) each additional month as long as services are required by the Company. However, in any event Consultant shall receive payment for a minimum of three months.
- d. Consultant shall be reimbursed for all pre-approved travel, entertainment and out-of-pocket expenses.
- e. Upon execution of this agreement Company will issue Consultant 500,000 warrants to

purchase the common stock of the Company at \$0.275 per share expiring December 31, 2011. Consultant shall designate name, address, and tax id number of entities warrants shall be issued to.

- f. At the end of the three month initial period, providing Company elects to continue the Consultant Services Agreement, the Company will issue Consultant an additional 500,000 warrants to purchase the common stock of the Company at \$0.275 per share expiring December 31, 2011. Consultant shall designate name, address, and tax id number of entities warrants shall be issued to.
- g. A Success Fee equal to 5% (Five Percent) of whatever business and/or financing materializes for the Company as a result of Consultants efforts. As an illustration, if as a result of work performed by Consultant, the Company signs a contract with a Customer, then Consultant will be paid a fee equal to 5% of the Gross amount of such contract at the time Company receives payment from the Customer. Before disbursement of success fess are made to Consultant the Company will deduct all advances made to Consultant up to the date the success fee is paid.

5. Property Rights and Trademarks All business related materials and all other information received from Company, including, but not limited to, services, products, business development, marketing, sales, Company's proprietary customer lists and other information which Company does not make available to the public herein referred to as "Confidential Information" is and shall remain the property of the Company. In addition, all materials created or developed by Consultant for Company under the scope of this Agreement shall be immediately released to Company and shall be solely owned by Company.

6. Disclosure Solely with respect to the Services that are to be performed by Consultant, the Consultant agrees to promptly disclose to the Company or its nominee complete information in respect to all Business Opportunities, Client Information, Marketing Information, ideas, discoveries, inventions, improvements, developments, designs, and technical data, whether patentable or not (all of which may be referred to as "Intellectual Property"), which are conceived, made, produced or developed by the Consultant alone or with others, resulting as a consequence of the Consultant's association with the Company and relating to the subject matter of the Intellectual Property.

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7. Ownership Of Intellectual Property Any and all Intellectual Property made or created by the Consultant during the course of the Consultant's fulfillment of this Agreement shall be the exclusive property of the Company and the Consultant shall have no right, title or interest therein even though the Consultant may have created or contributed to the creation of any of the Intellectual Property; and Company shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the termination of this Agreement. The Consultant shall maintain at all times adequate and current records relating to the creation and development of Intellectual Property, including the Client Information and any improvements, which records shall be and shall remain the property of the Company.

8. Independent Contractor. Consultant acknowledges and agrees that he is an independent contractor of the Company and shall not be deemed to be an employee of the Company. Consultant shall be responsible to pay all applicable taxes on compensation provided to Consultant under the terms of this Agreement.

9. Confidential Information.

- a. The Company and Consultant acknowledge that the Confidential Information, Intellectual Property, Client Information, Financial Information, Marketing Information, trade secrets, Research and Development, Documents and other data concerning the business or affairs of the Company or its Subsidiaries that may be obtained by Consultant while performing services, are the valuable and exclusive property of the Company. Consultant agrees that (1) Consultant will promptly disclose to the Company any information which Consultant may obtain during Consultant's performance of services about any opportunities to own, develop, operate or manage or be employed by any

business substantially similar to or related in a material way to the present business conducted by the Company or its subsidiaries at the time of the execution of this agreement, except for information with respect to a bona fide client (other than the Company) of Consultant to whom Consultant provides or provided professional services, or information covered by a confidentiality agreement to which Consultant is a party; and (2) Consultant will not disclose to any unauthorized persons or use for Consultant's own account or for the benefit of any third party any of such confidential information, trade secrets, financial or other data or such business opportunities developed by Consultant on the behalf of Company without the written consent of the Company's Management. Should this Agreement be terminated by either party, within a period of seven (7) days of Consultant's termination of services, Consultant shall deliver to the Company any and all materials including memoranda, Intellectual Property, Client Information, notes, plans, records, reports or other documents and any copies thereof relating to the Company's operations which Consultant may then possess or have under Consultant's control. Nothing herein shall be construed as requiring Consultant to disclose information developed or known to Consultant prior to his consultation with Company. Such information will be considered Public Information or personal knowledge of the Consultant and not subject to this confidential provision.

- h. Consultant acknowledges the importance of the Company's arrangements with its Clients, Employees and Consultants, and he further acknowledges that the nature of these arrangements constitute valuable assets of the Company, the confidentiality of which is crucial to Client, Employee and Consultant rapport. Therefore, Consultant agrees that he shall not at any time (whether before or after termination of this Agreement) directly or indirectly disclose or furnish to anyone, including to employees or other Consultants of the Company, any details of Consultant's individual compensation package (including, without limitation, share ownership or compensation), any Client agreements or individual compensation packages of the Company's Employees or other Consultants, without the prior written consent of the Company's Board of Directors.
- c. The confidentiality provisions of this Agreement shall become effective as of the Commencement Date and shall cover all Confidential Information disclosed in connection with the transactions described herein before or after the Commencement Date. Notwithstanding the terms of Section 7 the confidentiality provisions of this Agreement shall continue for a period of two (2) years following the effective expiration or termination of this Agreement.

10. Competition. Company has been made aware of and does not object to Consultant providing consultancy services to other companies during the term of this consultancy with Company or after the conclusion thereof. While Consultant is free to consult with other companies, such consultancy must not materially interfere with services or compete with Company services in which Consultant has agreed to provide to Company during the term of his service. In addition, Consultant agrees that during the term of this Agreement and for two (2) years thereafter, not to directly market to the existing Company customer base as of the conclusion of this Agreement. Further, with respect to other companies with whom Consultant provides consulting services, Consultant will be bound by the Confidentiality provisions in paragraph 6 hereof including all information developed by Consultant on behalf of Company or in connection with employees of Company or directly developed by Company internally.

11. Indemnity. During the term of this Agreement, and if applicable, thereafter, each party hereto shall indemnify and save harmless the other party from any and all loss, damage or expense (including reasonable attorneys' fees) which the other party may incur or suffer as a result of any claim of any kind whatsoever arising out of any actions taken by the other party in performance of this agreement provided further that such actions are not in conformity with the terms of this Agreement and/or were not authorized in advance by a representative of the other party.

12. General Provisions.

a. Amendment/ Waiver. This Agreement may not be modified, amended or waived in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

b. Supersedes Previous Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Consultants with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

c. Governing Law/Compliance. All matters affecting this Agreement, including the validity thereof, are to be governed by, interpreted and construed in accordance with the laws of the United States and the State of Florida. Consultant further agrees that he has complied with all applicable state, Federal and Provincial laws and has complied with all licensing or other related requirements to

properly perform all services as outlined in this Agreement.

d. Disputes. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration. Venue for purposes of any such Arbitration will be in Broward County Florida.

e. Notices. Any notice hereunder by either party to the other shall be given in writing by personal delivery, by telecopy (with confirmation of transmission) or by certified mail, return receipt requested. If addressed to Consultant, the notice shall be delivered or mailed to Consultant at the address specified under Consultant's signature hereto, or if addressed to the Company, the notice shall be delivered or mailed to the Company at its executive offices to the attention of its President. A notice shall be deemed given, if by personal delivery or by telecopy, on the date of such delivery or, if by certified mail, on the date shown on the applicable return receipt.

f. Headings. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

g. Scope of Agreement. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns of Consultant and his successors.

h. No Conflicts. Consultant represents and warrants to the Company that Consultant is not bound by any agreement, commitment, understanding, or obligation, whether oral or written, that would conflict with or prevent Consultant from performing the services contemplated by this Agreement. Without limiting the generality of the foregoing, Consultant does not have in his possession or control, and will not use in the performance of services hereunder any proprietary information or other property of any other person or entity.

i) Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

GlobalTel IP Inc
Larry M. Reid
("PRINT - COMPANY OFFICER")

Consultant
Dov Hyman
("PRINT - CONSULTANT")

Signature: /s/ Larry M. Reid

Signature: /s/ Dov Hyman

8000 N. Federal Highway, Suite 100

142 Tewkesbury Road

Boca Raton, Florida, USA, 33487

Scarsdale, NY 10583

Phone (561) 939-3300

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EXHIBIT “A”
(Services)

Consultant shall agree to perform the following services for the Company as directed by the Company with regards to areas identified below.

- a) to grow and market the Company’s operations and,
- b) to assist the Company to identify appropriate financial and strategic investors and partners.

Exhibit 10.23

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made effective as of this 14th day of January 2008, by and between GlobalTel IP, Inc., a Florida corporation (the "Company"), and Bruno Riegl Consultant, (the "Consultant") an individual.

WITNESSETH:

WHEREAS, the Company wishes to retain the professional services of Consultant to provide consulting services for its voice interoperability and voice over internet protocol business and Consultant wishes to provide the professional services to Company;

WHEREAS, the Company and Consultant wish to enter into a Consultant Services Agreement whereby Consultant shall receive compensation for Consultant's professional services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions

In the Agreement, the following words and phrases have the following meanings:

- a) "Business Opportunities" means all potential business opportunities in the area of the voice interoperability market or opportunities for new business, products or services which have been disclosed to or investigated, studied or considered by the Company or by others on behalf of the Company or which come to the attention of the Consultant as a result of his engagement with the Company.
- b) "Client Information" means information pertaining to the Company's alliance partners, customers and clients without limitation:
 - i) any information the Company has regarding the business of its current alliance partners, existing and prospective clients;
 - ii) the names, addresses and telephone numbers of the current and alliance partners, existing and prospective customers of Company;
 - iii) and, the Company's contracts with its clients including details as to pricing, marketing and suppliers.
- c) "Commencement Date" means this day 14th of January 2008.
- d) "Confidential Information" means information known or which may become known to or used by the Company in connection with the business of the Company including but not limited to:
 - i) any innovative and proprietary means of testing related products that have been developed by or for the Company including any software or hardware

- for the application thereof;
- ii) Documents, Financial Information, Intellectual Property, Marketing Information, or Research and Development, but not including any of the foregoing which was known to the Consultant prior to engagement by the Company other than through direct or indirect communication with the Company or which is or becomes a matter of Public Knowledge; and
 - iii) any improvements, formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, information pertaining to the Company.
- e) “Documents” means any documents, compiled or un-compiled computer programs (in electronic or other form), specifications, plans, drawings, prototypes, models, manuals, materials, sketches, schematics, compilations of information, analyses, experiments, data, formulae or other information pertaining or relating to the Client Information or the Confidential Information including copies or reproductions (in any form) of the foregoing.
 - f) “Financial Information” means any information pertaining to the Company’s fees, costs, sales, income, profit, profitability, pricing, salaries and wages.
 - g) “Intellectual Property” means any and all any trade secrets, Documents, techniques, processes, information relating to any product, service, device, equipment or machine, inventions, designs, ideas, works, creations, developments, methods of doing business, processes, techniques, prototypes, patent or patent applications, trade-mark or trade-mark applications, industrial design or copyright of the Company and includes any modifications or improvements thereto.
 - h) “Marketing Information” means information related to the Company’s marketing programs, plans, strategies and proposed future products, services, advertising and promotions.
 - i) “Public Knowledge” means information that is generally known to business valuers, management consultants and investment bankers or is otherwise easily accessible through lawful, non-confidential sources.
 - j) “Research and Development” means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on at any time by the Company in connection with the business of the Company.

2. Term. The Term of this Agreement shall commence on the Commencement Date and shall continue for a period of one hundred twenty (120) days thereafter. Such term shall automatically extend for successive thirty (30) day periods, provided however, that any time, either party can cancel this Agreement in writing upon no less than thirty (30) day notice to the other party.

- 3. Description of Services.** The Consultant hereby agrees to perform the specific duties described in Exhibit A (“Services”).
- 4. Compensation.** Consultant shall be paid for Consultant’s services as follows:
- a. \$10,000 per month (Base Consultancy Fee)
 - b. Consultant shall devote a minimum of 175 hours per month in providing services to Company.
 - c. In addition, Consultant shall be reimbursed for all pre-approved travel, entertainment and other out-of-pocket expenses such as mobile telephone bill and postage directly related to the Services provided to the Company under this Agreement.
- 5. Property Rights and Trademarks** All business related materials and all other information received from Company, including, but not limited to, services, products, business development, marketing, sales, Company’s proprietary customer lists and other information which Company does not make available to the public herein referred to as “Confidential Information” is and shall remain the property of the Company. In addition, all materials created or developed by Consultant for the Company pursuant to this Agreement shall be immediately released to the Company and shall be solely owned by the Company.
- 6. Disclosure** Solely with respect to the Services, the Consultant agrees to promptly disclose to the Company or its nominee complete information in respect to all Business Opportunities, Client Information, Marketing Information, ideas, discoveries, inventions, improvements, developments, designs, and technical data, whether patentable or not (all of which may be referred to as "Intellectual Property"), which are conceived, made, produced or developed by the Consultant alone or with others, resulting as a consequence of the Consultant’s association with the Company and relating to the subject matter of the Intellectual Property.
- 7. Ownership Of Intellectual Property** Any and all Intellectual Property made or created by the Consultant during the course of the Consultant's fulfillment of this Agreement shall be the exclusive property of the Company and the Consultant shall have no right, title or interest therein even though the Consultant may have created or contributed to the creation of any of the Intellectual Property; and Company shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the termination of this Agreement. The Consultant shall maintain at all times adequate and current records relating to the creation and development of Intellectual Property, including the Client Information and any improvements, which records shall be and shall remain the property of the Company.
- 8. Independent Contractor.** Consultant acknowledges and agrees that he is an independent contractor of the Company and shall not be deemed to be an employee of the Company. Consultant shall be responsible for and pay all taxes assessed on all compensation provided to Consultant under the terms of this Agreement.

9. Confidential Information.

- a. The Company and Consultant acknowledge that the Confidential Information, Intellectual Property, Client Information, Financial Information, Marketing Information, trade secrets, Research and Development, Documents and other data concerning the business or affairs of the Company or its Subsidiaries that may be obtained by Consultant while performing services, are the valuable and exclusive property of the Company. Consultant agrees that (1) Consultant will promptly disclose to the Company any information which Consultant may obtain during Consultant’s performance of services about any opportunities to own, develop, operate or manage or be employed by any business substantially similar to or related in a material way to the present business conducted by the Company or its subsidiaries at the time of the execution of this agreement, except for information with respect to a bona fide client (other than the Company) of Consultant to whom Consultant provides or provided professional services, or information covered by a confidentiality agreement to which Consultant is a party; and (2) Consultant will not disclose to any unauthorized persons or use

for Consultant's own account or for the benefit of any third party any of such confidential information, trade secrets, financial or other data or such business opportunities developed by Consultant on the behalf of Company without the written consent of the Company. Should this Agreement be terminated by either party, within a period of seven (7) days of Consultant's termination of services, Consultant shall deliver to the Company any and all materials including memoranda, Intellectual Property, Client Information, notes, plans, records, reports or other documents and any copies thereof relating to the Company's operations which Consultant may then possess or have under Consultant's control. Nothing herein shall be construed as requiring Consultant to disclose information developed or known to Consultant prior to his consultation with Company. Such information will be considered Public Information or personal knowledge of the Consultant and not subject to this confidential provision.

- d. Consultant acknowledges the importance of the Company's arrangements with its Clients, Employees and Consultants, and he further acknowledges that the nature of these arrangements constitute valuable assets of the Company, the confidentiality of which is crucial to Client, Employee and Consultant rapport. Therefore, Consultant agrees that he shall not at any time (whether before or after termination of this Agreement) directly or indirectly disclose or furnish to anyone, including to employees or other Consultants of the Company, any details of Consultant's individual compensation package (including, without limitation, share ownership or compensation), any Client agreements or individual compensation packages of the Company's Employees or other Consultants, without the prior written consent of the Company's Board of Directors.

c. The confidentiality provisions of this Agreement shall become effective as of the Commencement Date and shall cover all Confidential Information disclosed in connection with the transactions described herein before or after the Commencement Date. Notwithstanding anything herein to the contrary, the confidentiality provisions of this Agreement shall survive the expiration or termination of this Agreement.

10. Competition. Consultant agrees that during the term of this Agreement and for one (1) year thereafter, not to directly or indirectly market any product or service to the Company's prospective and existing customers as of the conclusion of this Agreement. Consultant will be bound by the Confidentiality provisions which shall pertain to, but not be limited to, all information developed by Consultant on behalf of the Company or in connection with employees of Company or directly developed by the Company internally.

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12. Indemnity. During the term of this Agreement, and if applicable, thereafter, each party hereto shall indemnify and save harmless the other party from any and all loss, damage or expense (including reasonable attorneys' fees) which the other party may incur or suffer as a result of any claim of any kind whatsoever arising out of any actions taken by the other party in performance of this agreement provided further that such actions are not in conformity with the terms of this Agreement and/or were not authorized in advance by a representative of the other party.

13. General Provisions.

a. Amendment/ Waiver. This Agreement may not be modified, amended or waived in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

b. Supersedes Previous Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Consultants with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

c. Governing Law/Compliance. All matters affecting this Agreement, including the validity thereof, are to be governed by, interpreted and construed in accordance with the laws of the United States and the State of Florida. Consultant further agrees that it has complied with all applicable state, Federal and Provincial laws and has complied with all licensing or other related requirements to properly perform all services as outlined in this Agreement.

d. Disputes. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules

and procedures in effect at the time of submission. Exclusive venue for purposes of any such Arbitration will be in Palm Beach County Florida.

e. Notices. Any notice hereunder by either party to the other shall be given in writing by personal delivery or by electronic means (with confirmation of transmission) or by certified mail, return receipt requested. If addressed to Consultant, the notice shall be delivered or mailed to Consultant at the address specified under Consultant's signature hereto, or if addressed to the Company, the notice shall be delivered or mailed to the Company at its executive offices to the attention of its President. A notice shall be deemed given on the date of such delivery.

f. Headings. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

g. Scope of Agreement. This Agreement shall bind and inure to the benefit of the Company and its successors and assigns of Consultant and his successors.

h. No Conflicts. Consultant represents and warrants to the Company that Consultant is not bound by any agreement, commitment, understanding, or obligation, whether oral or written, that would conflict with or prevent Consultant from performing the services contemplated by this Agreement. Without limiting the generality of the foregoing, Consultant does not have in his possession or control, and will not use in the performance of services hereunder any proprietary information or other property of any other person or entity.

i) Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

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GlobalTel IP, Inc.

Consultant

Larry M. Reid, Pres & CEO

Bruno J. Riegl

Signature: /s/ Larry M Reid

Signature: /s/ Bruno J Riegl

8000 N. Federal Highway, Suite 100
Boca Raton, Florida, USA, 33487

1407 3rd Ave West
Seattle, WA 98119

Phone (561) 939-3300

Fax (561) 953-5073

206-310-2400

EXHIBIT "A"

Consultant shall agree to perform the following services for the Company as directed by the Company with regards to areas identified below for the development of interoperability and VoIP solutions:

- Review Enterprise and X-Stream Prospect List with VP Sales
- Make Introductions to Prospective Customers and Technology Partners
- Review Enterprise and X-Stream Prospect List with CEO and Develop Revenue Forecasts and Cash Flow Forecasts
- Critique and Edit all Existing VoiceInterop Marketing and Technical Documentation
- Conceptualize, Write and Review VoiceInterop Business/Marketing Plan
- Evaluate X-Stream Access Design/Project Management Plan Timelines to Quantify/Establish Realistic Launch Dates
- Review Audio Mate 360 Technical Schematics/Costs and Prospect List to Establish Equipment Forecasts
- Provide all Levels of Technical and Sales Guidance to Key Personnel
- Provide Monthly Updates to CEO and Advisory Board Members
- Formulates Policies and Planning Recommendations to the CEO
- Assist, Recommend and Negotiate the Funding of the Organization
- Formulate, Public Company Compliance Objectives/Procedures
- Assist and Make Recommendations for Market Specific Research
- Analyze and Formulate Products/Services Distribution Strategies

Evaluate and Make Recommendations for Sales and Marketing Strategies

Exhibit 10.24

MANAGEMENT OUTSOURCE AGREEMENT

This Management Outsource Agreement is made this 22nd day of January 2008, by and between **Phantom Telecom, Co.** (“Phantom” or “Customer”) with its principal address located at Unit 14-1, Laila Tower, Salem Al Mubarak Street, Salmiya, Kuwait and **Gulf Telco, Inc.** (“Gulf Telco” or “Company”) with its principal address located at 8000 N. Federal Hwy. Suite 100, Boca Raton, Florida 33487. (Phantom and Gulf Telco are collectively referred to as “Party” or “Parties”) and legal address in Kuwait is: American embassy commercial department.

WHEREAS, Phantom desires to outsource certain operational aspects of its business including, but not limited to, the management of all Company Operations, Network Management, Network Design & Security and Provisioning, Business Development of Services in the region, Sales of Services or Products to third parties and management over all current and future Bill Rating, Billing and collections (collectively “Services”); and

WHEREAS, Gulf Telco has operational experience in the telecommunications business and desires to provide these outsourced functions to Phantom under the terms and conditions contained herein.

NOW, THEREFORE, for the true and valuable consideration, the sufficiency of which the Parties acknowledge through their signatures herein, Phantom and Gulf Telco agree as follows:

1. **Term:** The term of this Agreement will be for ten (10) years commencing on the above date. At the expiration of the term of this Agreement, Gulf Telco, at its option, can elect to continue this Agreement for an additional period of three (3) years unless either party provides the other with thirty (90) days prior written notice of its intent not to renew the agreement .
2. **Services:** Under this Agreement Phantom is assigning the exclusive management rights to Gulf Telco for the daily operations of all telecommunication services and opportunities with Phantom. The management services provide by Gulf Telco between the parties is those which are generally practiced by telecommunications companies for the operation and sales of similar telecommunications services. All operational expenses and allocation of resources by Gulf Telco to perform duties under this agreement must be submitted in writing by Gulf Telco to Phantom for approval. All expenses by Gulf Telco to be paid by Phantom shall be listed and amended as needed in Attachment 1. Phantom and Gulf Telco shall mutually agree on all staffing personal operating under this Agreement. Gulf Telco shall share in net revenue profits as outline in Attachment 1.

3. Future Opportunities: Both parties understand future products or services may be presented, by Gulf Telco or third parties to the company such as Audio, Web & Video Conferencing, IPTV, Local Phone Service, ISP and other consumer related products which will increase the overall value of Phantom once developed and implemented under the Phantom brand. For Gulf Telco's business development and implementation efforts for any new services initiated while the parties under this Agreement, Gulf Telco shall be entitled to 33% ownership of net revenues and 33% of the subscriber valuation. Upon termination of this agreement the parties agree to negotiate the fair value of the retail customer base and compensate Gulf Telco, either thru a one time buyout or commissions for the business or customers generated under this Agreement. No more than a three year valuation of the customer based shall be used to asses the compensation value.
4. Phantom's obligations: The following listed items, as well as any additional requirements that Gulf Telco may, in its sole discretion, determine is required to provide the services set forth herein.
 - A. Phantom shall inform any of its vendors or governing state agencies, as it deems necessary, of the management agreement between the parties so that Gulf Telco can perform its obligations under this agreement.
 - B. Phantom shall provide local and regional telecommunication regulatory and tax compliance guidance for the support of all business operations under Phantom or it affiliates covered by this Agreement.
 - C. Phantom shall pay Gulf Telco for Services rendered as outlined in Attachment 1.
 - D. Phantom shall assist Gulf Telco with the transition of the management Services to Gulf Telco.
5. Gulf Telco' Obligations: Upon execution of this Agreement, Gulf Telco will assume the management of Phantom Services and will agree to the following:
 - A. Gulf Telco will maintain a sufficient number of staff to operate the Services for Phantom to include network engineers; operational, sales support and accounting staff as need to successful manage the Services of Phantom. All staffing and expenses shall be approved by Phantom before becoming effective.
 - B. Gulf Telco will provide monthly reports to Phantom setting forth the financials (amount of gross revenues, operational costs and net revenues) for Phantom under general accounting principle rules. The net revenues of this report shall be used for any monetary allocations of revenue splits under Attachment 1. Any adjustment or true up from revised information present by vendors or parties shall be carried forwarded into the next month and adjusted accordingly.

- C. Gulf Telco will generally oversee the actions of Phantom' designated third-party vendors but will not present, warrant or in any way be liable for the actions or inactions of these vendors in the performance of their functions. Any claims for damages associated with the action or inaction of these third-party vendors will be brought directly between Phantom and the third-party vendors and will be based solely on the contract that existed between them.
 - D. Gulf Telco will obligated of the "MOC " technical requirements and general conditions outlined in the letter sent to Phantom on 4_12_2007 and Phantom declares it received a copy of this letter. The letter is noted as Attachment 2.
 - E. Both Parties ensure and consent they will meet all the "MOC" requirements and conditions.
6. Protection of Confidential Information. As used herein, "Confidential Information" will mean (a) proprietary information, (b) information marked or designated by either Party, in good faith, as confidential, (c) information otherwise disclosed in a manner consistent with its confidential nature, (d) the terms and conditions of this Agreement and (e) information of one Party submitted to the other Party, whether or not in written form and whether or not designated as confidential, that is known by the other Party as being treated as confidential. The Parties acknowledge that, as a result of the provision of Company Services, Confidential Information may or must be disclosed to the other Party. Each Party hereby agrees that it will make no disclosure of Confidential Information provided under this Agreement without the prior written consent of the other Party, if such prior written consent is permitted by the requesting state or federal law enforcement, regulatory, or judicial entity. Additionally, each Party will restrict disclosure of Confidential Information to its own employees, agents or independent contractors to whom disclosure is reasonably required, and such employees, agents, or independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of any Confidential Information. Nothing contained in this Agreement will be considered as granting or conferring rights by license or otherwise in any Confidential Information disclosed under this Agreement.
7. Excused Performance. Except for payment obligations or compliance with applicable rules, regulations, and laws, Customer will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of Customer. Company will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of Company, including by way of illustration and not limitation, acts or omissions of Customer or the third party nonperformance, failure or malfunction of computer or communications hardware, equipment or software, breach or other nonperformance by Company's vendors and suppliers, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

8. Limitation of Liability and Indemnity. Due to the nature of Company Services, Company cannot make warranties or representations regarding Company Services except as specifically stated in this Section 8(a). Company will use best efforts to handle those outsourcing functions requested by Customer in compliance with the terms and conditions of this Agreement. Customer agrees that in the event there are failures in performance or errors or omissions by Company with respect to the requested functions, Company's liability will be limited to a credit against those amounts owed to Company by Customer pursuant to this Agreement. Other than provided in this Section 8(d),

Company will not be liable for or responsible in any way for errors in or failures of Customer's software or operational systems or Company's proprietary systems and programs. In no event will Company be liable to Customer or any third parties (including Customer's End Users) for any Claim, whether caused by Company's negligence or otherwise. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Due to the nature of Company Services, Customer agrees that Company will not be liable for any Claim caused by Company's failures or inaccuracies in performance that are not reported by Customer in writing to Company within thirty (30) days of the date at which Customer first learned, or should have learned, of such failures or inaccuracies in performance or errors or omissions by Company.

Each party shall indemnify and save harmless each other (including attorney's fees, costs, and expense) from and against any Claim asserted against each other by third parties. Each party shall indemnify and save harmless each other (including attorney's fees, costs, and expense) from and against any Claim, assessment, fine, or inquiry asserted, demanded, or levied against the other by any third party or any state or federal agency or law enforcement body arising from or related to services provided under this Agreement. THIS INDEMNITY IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OR STATE OR

COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, STRICT LIABILITY OR ANY OTHER CONDUCT WHATSOEVER OR THE COMPANY.

Notwithstanding anything to the contrary in this Agreement, the liability of either party in any and all categories and for any and all Claims arising out of this Agreement or out of any act or omission relating thereto will, in the aggregate, not exceed one (1) month's average of Company's Fees charged to Customer over the twelve (12) months preceding the date on which the damage or injury is alleged to have occurred; provided, however, that if this Agreement has not been effect for twelve (12) months preceding such date, then over such fewer number of preceding months that this Agreement has been in effect. **WITHOUT IN ANY WAY LIMITED TO THE APPLICATION OF THIS SECTION, THE RIGHT TO RECOVER DAMAGES UNDER THIS SECTION CONSTITUTES CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE ERROR CORRECTION DESCRIBED ABOVE OR ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

Under no circumstance will either party be liable to each other for special, incidental, indirect, consequential, punitive, exemplary, or additional damages, including, but not limited to, any lost profits or revenues. The limitations on liability set forth herein shall not apply to bodily injury or death or loss or damage to tangible property.

9. **DEFAULT AND REMEDIES.** Default: Either Party will be in default hereunder if it:
- (i) fails to make any payment specified in this Agreement when due and such failure continues for five (5) Business Days after the effective date of written notice;
 - (ii) breaches any other covenant or undertaking contained in this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof from the non-defaulting Party, unless this Agreement specifically provides otherwise;
 - (iii) files, or there is filed against it, any voluntary or involuntary proceeding under the Bankruptcy Code, insolvency laws or any laws relating to relief of debtors, adjustment of indebtedness, reorganizations, compositions or extension, makes and assignment for the benefit of creditors, dissolves, ceases to conduct business for three (3) Business Days, declares that it is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature or if a receiver, trustee, or custodian is appointed over, or an execution, attachment or levy is made upon, all or any material part of the property of such Party;
 - (iv) attempts to assign its rights and obligations under this Agreement without the prior written consent of Company;

Remedies: In the event of any default hereunder, and in addition to any other remedies a Party may have under this Agreement, the non-defaulting Party will have the following rights and remedies;

- (i) to terminate or cancel this Agreement, subject to the payment obligations of Customer;
- (ii) to declare all amounts due under this Agreement from the defaulting Party to be immediately due and payable to the non-defaulting Party, including attorneys' fees, costs and expenses (including in-house legal services) incurred or that may be incurred in the collection of amounts due under this Agreement.
- (iii) Company may withhold, set off, and retain, until all obligations of Customer to Company have been satisfied in full, any and all amounts that may otherwise be due and payable to Customer under any other contract(s) with Company and apply such amounts to any balance or deposit amount due from Customer to Company;
- (iv) Company may suspend Company's performance of this Agreement immediately upon notice to Customer if Customer is in breach or default of this or any other agreement between the Parties;

Any failure by Company to exercise a remedy or enforce any provision of this Agreement shall not constitute a waiver thereof or of any other remedy or provision.

10. **ASSIGNMENT.** Neither Party will assign any right or obligation under this Agreement without the other Party's written consent. Any attempted assignment will be void. Assignment to Affiliates: Notwithstanding Section 10(a), Company may assign this Agreement, in whole or in part, to:
- i) a parent corporation;
 - ii) any entity into which Company may merge or consolidate or that acquires substantially all of Company's assets or stock; or
 - iii) a wholly owned affiliated of Company's parent corporation that is of a financial standing equal to or greater than that of Company.

Company will provide notice to the Customer within thirty (30) days of Company's assignment of Company's rights and obligations under this Agreement. All rights, obligations, duties and interests of such Party will inure to the benefit of and be binding on all successors in interest and assigned of such Party and will survive any acquisition, merger, reorganization, or other business combination to which such Party is a party.

11. **NOTICES AND DEMANDS.** Except as otherwise provided in this Agreement, all notices, demands, and requests given by any Party to the other party will be in writing and be deemed to have been duly given on the date; (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those notices sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested, or three (3) Business Days after being mailed by regular mail; (iii) received from a national overnight delivery service; (iv) sent by facsimile transmission to the recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender and receipt is verified by telephone, with an extra copy of such notice sent the same Business Day by first-class mail. Such notice described herein shall constitute written notice. Customer assumes the duty to check such media on a regular basis. The following addresses shall be used for the respective forms of notice any may be changed by giving notice.

If to Company:

To Company at the address for Company on page one of this Agreement.

With a Copy to:

General Counsel by certified mail to the same address.

If to Customer:

To Customer at the address for Customer on page one of this Agreement.

12. **NO THIRD PARTY BENEFICIARIES.** This Agreement will not provide any person or entity not a party to this Agreement with any remedy, Claim, liability, reimbursement, cause of action, or other right.
13. **EMPLOYEES.** Customer acknowledges that Company's success in Company's industry is largely dependent on the performance of its personnel and that Company expends substantial resources in connection with employment and training of such personnel. Accordingly, for a period of twelve (12) months following the termination of this Agreement, Customer will not hire or retain, either as an employee, agent, representative, or contractor, any person who is or was a Restricted Employee of the Company during this Agreement without the advance written consent of Company. A "Restricted Employee" of Company is any employee, agent, representative, or contractor of Company that has signed a non-competition or restrictive covenant, except a member of Company's clerical staff. This undertaking is an essential element of this Agreement and will survive the expiration of termination of this Agreement.
14. **RELATIONSHIP OF THE PARTIES.** In furnishing services to Customer, Company is acting only as an independent contractor. Except as expressly set forth in this Agreement, Company does not undertake by this Agreement or otherwise to perform any obligation of Customer, whether statutory, regulatory or contractual, or to assume any responsibility for Customer's business or operations. This Agreement will not be deemed to create a partnership, joint venture, agency, or fiduciary relationship between the Parties.

15. **GOVERNING LAW AND VENUE.** This Agreement will be governed and construed in accordance with the laws of the State of Kuwait, It is agreed by and between the Parties that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a court located in Kuwait..
16. **ENTIRE AGREEMENT.** This Agreement, including all of its exhibits and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof.
17. **AMENDMENTS; WAIVERS.** This Agreement (or any part hereof, including incorporated exhibits) may be modified or additional provisions may be added by written agreement signed by or on behalf of the Parties by an authorized representative of such Parties, unless otherwise provided herein. No modification, amendment, or waiver of any provision of this Agreement, including incorporated exhibits, and no consent to any default under this Agreement, will be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such modification, amendment, waiver, or consent is claimed.
18. **SEVERABILITY.** The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.
19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document. Facsimile copies of this Agreement are given the dignity of original documents.
20. **HEADINGS.** The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
21. **DISPUTE RESOLUTION.** This Section 21 governs all first-party disputes, disagreements, claims, or controversies between Customer and Company (“Disputed Matters”). All Disputed Matters will be submitted to the following dispute resolution process.
 - A. **Internal Escalation.** First, the disputed matter will be referred jointly to senior executive of each of the Parties (“Internal Escalation”). Such senior executives must possess the authority to resolve the Disputed Matter. If such senior executives do not agree upon a resolution within forty-five (45) Business Days after referral of the matter to them, the complaining Party will proceed to mediation as set below.

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B. Any dispute or disagreement shall be settled by arbitration under the Rules of Conciliation and Arbitration of the Kuwait Chamber of Commerce and Industry. The arbitration shall be conducted in the Kuwait city in the English language. The award of the arbitrators shall be final and binding on the Parties.

C. **Confidentiality.** The Parties agree to maintain the confidentiality of, and not to disclose to a third party, any information, documents, or things regarding any arbitration proceeding, or disclosed in the course thereof, except as required by law, regulation, or a bona fide business purpose, and unless required in connection with an action to enforce, nullify, modify, or correct an award.

Customer agrees to indemnify and save Company harmless (including attorney’s fees, costs and expenses) from and against any liability or cost associated with Company’s required response to any

proper subpoena issued by a court of competent jurisdiction. Company agrees that any confidential or proprietary information produced in response to such a subpoena will be produced only pursuant to an order entered by a court of competent jurisdiction.

22. **ADDITIONAL PROCEEDINGS.** In the event Company retains the services of an attorney or other person or entity (including in-house legal services) to enforce or execute any provision of this Agreement, other than first-party disputes described under Dispute Resolution above, Customer shall pay to Company attorneys' fees, accountants' fees, expert witness fees, court costs, appellate court costs, and other costs and expenses incurred by Company with regard thereto even in the event no suit, action or proceeding is filed. Customer further agrees to pay to Company all of the foregoing fees, expenses, and attorneys' fees incurred by Company in any bankruptcy proceeding of Customer and in an appellate court relating thereto, including, without limitation, such attorneys' fees incurred with regard to any disclosure statement, plan of reorganization, lifting or modifying the automatic stay, determining adequate protection, use of cash collateral, appointing a trustee, or converting or dismissing the case. **THIS PROVISION DOES NOT APPLY TO DISPUTE RESOLUTION PROCEEDINGS UNDER SECTION 21.**
23. **INTELLECTUAL PROPERTY.** Except as otherwise expressly provided herein, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, trade name, copyright or other intellectual property right of either Party. Each Party shall retain all rights, title, interest, and goodwill to its own trademarks, service marks, logos, patents and copyrights.

23. PAYMENT BOX. All payments billed by Gulf Telco on behalf of Phantom will be placed into an account at (To be Determined) Bank.
24. The addresses contained herein are selected by both parties and shall remain effective unless either party notifies the other with the address change.

PHANTOM TELECOM, CO.

GULF TELCO, INC.

By: /s/ Nasser M.B. Al-Otaibi

By: /s/ Frank Babusik

Name: Nasser M.B. Al-Otaibi

Name: Frank Babusik

Title: President

Title: CEO/President

Date: 1-22-08

Date: 1-22-08

**ATTACHMENT I
(Payment Obligations)**

In exchange for providing the management of all Company Operations, Network Management, Network Design & Security and Provisioning, Business Development of Services in the region, Sales of Services or Products to third parties and management over all current and future Bill Rating, Billing and collections (collectively "Services"), Phantom shall pay to Gulf Telco 33.3% of the net revenues for billings directly or indirectly paid to Phantom or affiliates in which Services by Gulf Telco were performed.

Gulf Telco shall be paid monthly for services via wire transfer on or about the 10th of each calendar month for the previous month services. Gulf Telco will issue an Invoice for services based on monthly financial statements prepared, reviewed and approved by Phantom. Monthly statements shall be given to Phantom no later than the 5th day of each calendar month for the previous month services.

Gulf Telco Banking Information:

To be provided.

It is agreed the following items below will be considered expenses and shall be paid to the funding party before any net revenues are split.

Start Up Business Expenses Reimbursable (Suggested)

Office - Kuwait Phone	\$ 1,426.00	Laila Office Past Balance
Office - Kuwait Shipping (Cabinet)	\$ 1,405.23	Office Cabinet Shipping
Office - Kuwait Printer & Wireless Router	\$ 817.33	Printer & Wireless Router
Office - Kuwait Cabinet Equipment Rack	\$ 250.00	
Office - Kuwait Internet	\$ 7,571.00	QualityNet Internet
Office - Kuwait E-1	\$ 12,740.00	Quality Net E-1
Office - Kuwait Furniture	To Be Determined	
Office - Kuwait Network Equipment	\$ 2,500.00	
MOC Network Equipment	\$ 23,000.00	
MOC Cabinet Enclosure	\$ 2,000.00	
Equipment Shipping	\$ 2,500.00	
Engineer Travel Expenses	\$ 2,000.00	Estimated

Phantom & Platinum Expenses

Laila Tower Lease Deposit	To Be Determined
Rent for Past Months	To Be Determined
AA Trip to FL	To Be Determined
Legal Fees for Phantom	To Be Determined

Total **\$ 56,209.56**

Listed below are the estimated Monthly expenses, these shall be adjusted with actual cost figures and agreed by all parties. These expenses will be deducted from gross profits prior to any net revenue splits upon approval of parties.

Future Expense After Business

<i>Starts</i>	<i>Estimated Monthly</i>	
Air Travel up to 2,000 USD Per Trip	\$ 2,000.00	
Kuwait Lodging (Apt Rent)	\$ 1,500.00	
Engineering & Support	\$ 8,000.00	Wholesale Traffic
Accounting Support	\$ 1,000.00	
US Internet & Co-Location Costs for Kuwait	\$ 1,000.00	
MoC Co-Location Rent		To Be Determined
MoC Co-Location Internet		To Be Determined
Lalia Tower Office - Rent	\$ 5,362.00	
<i>Total</i>	<i>\$ 18,862.00</i>	

Marvin H. Ribotsky, CPA
Norman Levine, CPA
David A. Heller, CPA
Elliott W. Starman, CPA
John L. Abitante, CPA, MST



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CONSENT OF INDEPENDENT AUDITORS'

**The Board of Directors
GLOBALTEL IP, INC.
Boca Raton, FL**

We hereby consent to the use of our report dated February 4, 2008 with respect to our audit of the balance sheet as of September 30, 2007, and the related statements of operations, changes in stockholders' equity (deficit) and cash flows for each of the years in the two year period ended September 30, 2007 of GlobalTel IP, Inc., and which appear in this Form SB-2 Registration Statement.

We also consent to the reference to our Firm under the headings "Summary Financial Information" and "Experts" in the Prospectus, which is part of this Registration Statement.

Respectfully submitted,

A handwritten signature in red ink that reads "Ribotsky, Levine & Co." in a cursive script.

RIBOTSKY, LEVINE & COMPANY, CPAs
Certified Public Accountants
Miami, Florida
March 17, 2008