

DEPOSIT

DATE

D148

JUN 07 1999

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

990729-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

DOCUMENT NUMBER - DATE

07005 JUN -7 99

FPSC-RECORDS/REPORTING

MIRACLE COMMUNICATIONS, INC.
20801 BISCAYNE BLVD, 4TH FLR
AVENTURA, FL 33180
(305) 937-2000

REPUBLIC SECURITY BANK
AVENTURA, FL 33180
63-9061/2670

7502

6/4/99

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100*****

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DOLLARS
Security features included. Details on back.

MEMO _____

1. This is an application for \checkmark (check one):

(x) **Original certificate** (new company).

990729-TI

() **Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

() **Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

() **Approval of transfer of control:**

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Miracle Communications, Inc.

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

Miracle Communications, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

20801 Biscayne Boulevard, Fourth Floor

Aventura, Florida 33180

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

20801 Biscayne Boulevard, Fourth Floor

Aventura, Florida 33180

6. Select type of business your company will be conducting $\sqrt{\quad}$ (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other _____ | |

8. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**
P99000039818

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** _____

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 65 - 0914165

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() **Yes** () **No**

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

Information provided on the back of each prepaid calling
card.

17. Who will receive the bills for your service?

- | | |
|--|--|
| (<input type="checkbox"/>) Residential Customers | (<input checked="" type="checkbox"/>) Business Customers |
| (<input type="checkbox"/>) PATs providers | (<input type="checkbox"/>) PATs station end-users |
| (<input type="checkbox"/>) Hotels & motels | (<input type="checkbox"/>) Hotel & motel guests |

() Universities () Universities dormitory residents
() Other: (specify)_____.

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Craig Waltzer

Title: President

Address: 20801 Biscayne Boulevard, Fourth Floor

City/State/Zip: Aventura, Florida 33180

Telephone No.: (305) 937 2000 Fax No.: (305) 932 1053

Internet E-Mail Address: craig@internationalbell.com

Internet Website Address: None

(b) Official point of contact for the ongoing operations of the company:

Name: Craig Waltzer

Title: President

Address: 20801 Biscayne Boulevard, Fourth Floor

City/State/Zip: Aventura, Florida 33180

Telephone No.: (305) 937 2000 Fax No.: (305) 932 1053

Internet E-Mail Address: craig@internationalbell.com

Internet Website Address: None

(c) Complaints/Inquiries from customers:

Name: Craig Waltzer

Title: President

Address: 20801 Biscayne Boulevard, Fourth Floor

City/State/Zip: Aventura, Florida 33180

Telephone No.: (305) 937 2000 Fax No.: (305) 932 1053

Internet E-Mail Address: craig@internationalbell.com

Internet Website Address: None

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

NONE

(b) has applications pending to be certificated as an interexchange telecommunications company.

NONE

(c) is certificated to operate as an interexchange telecommunications company.

NONE

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

NONE

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

NONE

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

NONE

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

NONE

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

NONE

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. _____ **MTS with distance sensitive per minute rates**

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

b. _____ **MTS with route specific rates per minute**

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

c. _____ **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

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

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. _____ **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. _____ **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. _____ **Travel service**

- Method of access is 950
- Method of access is 800

j. _____ **900 service**

k. _____ **Operator services**

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

I. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

23. Submit the following:

A. **Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

23. A. 1. Miracle Communications, Inc. (Miracle) has sufficient financial capability to act as a facilities based carrier, reseller and prepaid debit card provider.

Upon incorporation, Miracle was initially funded with thirty thousand dollars (\$30,000.00). On May 27, 1999 an additional eighty thousand dollars (\$80,000.00) was added to Miracle's capital.

23. A. 2. From time to time, additional capital will be deposited with Miracle for business purposes.

23. A. 3. Miracle's lease and / or ownership obligations are immaterial in relation to it's resources and funding.

23. B. 1. Resume of Craig A. Waltzer, President and Chief Executive Officer

Relevant Experience and Accomplishments

December, 1998 to Present: President and Chief Executive Officer of International Bell Network, Inc. Responsibilities include Accounting, LAN, MIS and Telecommunications Systems Management.

December, 1997 to October, 1998: Secretary and Chief Financial Officer of U.S. Digitel, Inc. (a Facilities Based Carrier, Reseller and Prepaid Debit Card Provider). Responsibilities included Accounting, Reporting and Telecommunications Systems Management.

July, 1987 to December, 1997: Owner and Chief Operator of Federal Tax Clearinghouse. Responsibilities included Accounting and Tax Reporting with specialization in the telecommunications field.

Education and Training

Bachelor of Arts – Business with a concentration in Finance and Accounting, University of South Florida, Tampa, Florida, August, 1982

Certified Public Accountant, Florida 1985

Graduate of NACT NTS and STX instructional seminar, Provo, Utah, March 1998

Graduate of various Microsoft advanced software seminars including NT and Office

References

Dana Dunn, Executive Vice President, Cyberlight International, Inc.
401 Wilshire Boulevard, Suite 900
Santa Monica, California 90401
(310) 899-4900

Jere J. Lane, C.P.A. President, Cigarette Racing Team, Inc.
3131 N.E. 188 Street
Aventura, Florida 33180
(305) 931-4564

23. B. 2. Resume of M. Veronica Salazar, Secretary

Relevant Experience and Accomplishments

June, 1998 to Present: Executive Sales Manager of Cyberlight International, Inc. (a Facilities Based Carrier, Reseller and Prepaid Debit Card Provider). Responsibilities include Sales Management, Customer Service Administration, Billing and Collections.

Education and Training

Bachelor of Arts – International Relations and History, Universidad de las Americas, Puebla, Mexico, June of 1997

Graduate of Customer Service and Telecommunications Services Seminar, Arlington, Virginia, 1998

Graduate of various Microsoft advanced software seminars including NT and Office

References

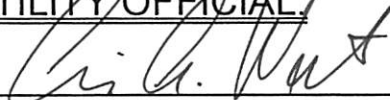
JoHanna Levison, Vice President of Sales and Marketing, Cyberlight International, Inc.
401 Wilshire Boulevard, Suite 900
Santa Monica, California 90401
(310) 899-4900

23.C. In addition to the individuals listed in 23.B., Miracle has contracted with S2 Net, Inc. (a consortium of technical experts specializing in telephony applications). S2 Net, Inc. is located at 4000 Hollywood Boulevard, Suite 350 North Tower, Hollywood, Florida 33021.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

 _____ Signature	6/4/99 _____ Date
President	(305) 937 2000
_____ Title	_____ Telephone No.
Address: 20801 Biscayne Boulevard, Fourth Floor	(305) 932 1053
_____ Aventura, Florida 33180	_____ Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
 - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
 - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the
petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please \checkmark check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Chris A. West

Signature
President

6/4/99
Date
(305) 937 2000

Title

Telephone No.

Address: 20801 Biscayne Boulevard, Fourth Floor
Aventura, Florida 33180

(305) 932 1053
Fax No.

CURRENT FLORIDA INTRASTATE SERVICES

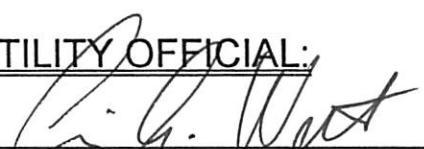
Applicant **has** () or **has not** () previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

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

UTILITY OFFICIAL:

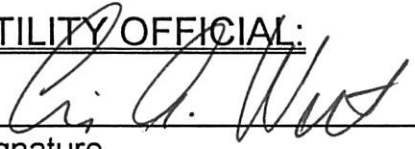
	<u>6/4/99</u>
Signature	Date
<u>President</u>	<u>(305) 937 2000</u>
Title	Telephone No.
Address: <u>20801 Biscayne Boulevard, Fourth Floor</u>	<u>(305) 932 1053</u>
<u>Aventura, Florida 33180</u>	Fax No.

AFFIDAVIT

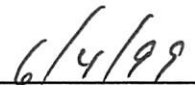
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:



Signature



Date

President

(305) 937 2000

Title

Telephone No.

Address: 20801 Biscayne Boulevard, Fourth Floor

(305) 932 1053

Fax No.

Aventura, Florida 33180

05/28/99

Miracle Communications, Inc.
Balance Sheet
As of May 31, 1999

	<u>May 31, '99</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash - Republic Bank	105,000.00
Total Checking/Savings	<u>105,000.00</u>
Total Current Assets	105,000.00
Other Assets	
Intangible Asset - License	5,000.00
Total Other Assets	<u>5,000.00</u>
TOTAL ASSETS	<u>110,000.00</u>
LIABILITIES & EQUITY	
Equity	
Capital Stock	1.00
Paid In Capital	109,999.00
Total Equity	<u>110,000.00</u>
TOTAL LIABILITIES & EQUITY	<u>110,000.00</u>

G. A. West, President

05/28/99

Miracle Communications, Inc.
Profit and Loss
May 3, 1999 (Inception) Through May 31, 1999

	<u>May 3 - 31, '99</u>
Income	
Freight Income	0.00
Sales	0.00
Sales Discounts	0.00
Total Income	<u>0.00</u>
Cost of Goods Sold	
Cost of Goods Sold	0.00
Total COGS	<u>0.00</u>
Gross Profit	0.00
Expense	
Automobile Expense	0.00
Bank Service Charges	0.00
Contributions	0.00
Depreciation Expense	0.00
Dues and Subscriptions	0.00
Equipment Rental	0.00
Filing Fees	0.00
Franchise Fees	0.00
Insurance	0.00
Interest Expense	0.00
Licenses and Permits	0.00
Miscellaneous	0.00
Postage and Delivery	0.00
Printing and Reproduction	0.00
Professional Fees	0.00
Rent	0.00
Repairs	0.00
Storage	0.00
Supplies	0.00
Taxes	0.00
Telephone	0.00
Travel & Ent	
Entertainment	0.00
Meals	0.00
Travel	0.00
Travel & Ent - Other	0.00
Total Travel & Ent	<u>0.00</u>
Total Expense	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

C. A. Webb, President

Miracle Communications, Inc.
Statement of Retained Earnings
May 31, 1999

Retained Earnings at May 3, 1999 (Inception)	\$ 0
Net Income (loss) for the period ending May 31, 1999	<u>0</u>
Retained Earnings at May 31, 1999	<u><u>0</u></u>

Craig West, President

TITLE SHEET

RESOLD TELECOMMUNICATIONS AND DEBIT CARD SERVICES TARIFF

IN SUPPORT OF

APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF FLORIDA

This Tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications and debit card services provided by MIRACLE COMMUNICATIONS, INC., with offices at 20801 Biscayne Boulevard, 4th Floor, Aventura, Florida 33180. Tel: (305) 937-2000. This Tariff applies for services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Miracle Communications, Inc.'s principal place of business.

Tariff Advice No:

Issued: June 4, 1999

Effective Date: _____

Issued by:

Craig A. Waltzer, President
Miracle Communications, Inc.
20801 Biscayne Boulevard, 4th Floor
Aventura, Florida 33180

CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET REVISION SHEET REVISION

1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

Tariff Advice No:

Issued: June 4, 1999

Effective Date: _____

Issued by:

Craig A. Waltzer, President
Miracle Communications, Inc.
20801 Biscayne Boulevard, 4th Floor
Aventura, Florida 33180

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Section 4 – Rates.....22

Tariff Advice No:

Issued: June 4, 1999

Effective Date: _____

Issued by:

Craig A. Waltzer, President
Miracle Communications, Inc.
20801 Biscayne Boulevard, 4th Floor
Aventura, Florida 33180

SYMBOLS

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

- (D) - Delete or Discontinue
- (I) - Change Resulting In An Increase to A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting In a Reduction to A Customer's Bill
- (T) - Change In Text or Regulation But No Change In Rate or Charge

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

Tariff Advice No:

Issued: June 4, 1999

Effective Date: _____

Issued by:

Craig A. Waltzer, President
Miracle Communications, Inc.
20801 Biscayne Boulevard, 4th Floor
Aventura, Florida 33180

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, if a new sheet is added between sheets already in effect, a decimal will be added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers (if necessary) also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
- D. Check Sheets - When a Tariff filing is made with the Public Service Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheet contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same).

Tariff Advice No:

Issued: June 4, 1999

Effective Date: _____

Issued by:

Craig A. Waltzer, President
Miracle Communications, Inc.
20801 Biscayne Boulevard, 4th Floor
Aventura, Florida 33180

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

Tariff Advice No:

Issued: June 4, 1999

Effective Date: _____

Issued by:

Craig A. Waltzer, President
Miracle Communications, Inc.
20801 Biscayne Boulevard, 4th Floor
Aventura, Florida 33180

SECTION 1.0 – TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

1.2 Definitions

Access Line - An arrangement which connects the Customer's location to an AT&T Central Office.

Authorization Code – A pre-defined series of numbers to be dialed by the Customer or Authorized user upon access to the Carrier’s Travel Service network to identify the caller and validate the caller’s authorization to use the services provided.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by Miracle Communications, Inc. are utilized by the Customer.

Commission – The Florida Public Service Commission

Company or Carrier - Miracle Communications, Inc. unless otherwise clearly indicated by the context.

Company’s Point of Presence – Location of the servicing central office associated with access to the Company’s network.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with Miracle Communications, Inc.'s Tariff regulations.

Day - 24 Hours.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call accessed by the use of the debit cards defined herein.

Debit Card - A card issued by the Company which provides the Customer with a Personal Identification Number (PIN) and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a

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SECTION 1.0 – TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

1.2 Definitions, (Cont'd)

call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Dedicated Access – A method of reaching the Company’s services whereby the Customer is connected directly to the Company’s Point of Presence without utilizing services of the local switched network.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access – Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers presubscribe their telephone line(s) to their preferred inter LATA carrier.

Initial Usage Balance – The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LEC – Local Exchange Company.

Marks – A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Miracle Communications - Used throughout this Tariff to mean Miracle Communications, Inc. unless clearly indicated otherwise by the text.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Identification Number (PIN) - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account. See Authorization Code.

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SECTION 1.0 – TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

1.2 Definitions, (Cont'd)

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to Miracle Communications, Inc. for use with telephone cards or other merchandise, and contracts with Miracle Communications, Inc. for the marketing of the services described herein.

Subscriber - See Customer.

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call – A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a “1-800” or other access code dialing sequence.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Miracle Communications, Inc.

Miracle Communications, Inc.'s services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this Tariff. Intrastate service is offered as well as interstate and international service through the use of the debit card services defined herein.

Miracle Communications, Inc. installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Miracle Communications, Inc. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Miracle Communications, Inc. network. The Customer shall be responsible for all charges due for such service arrangement. Miracle Communications, Inc.'s services and facilities are provided and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Miracle within the state of Florida.

2.3 Limitations of Service

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2 Miracle reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Miracle reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its reasonable control; or when the Customer is using service in violation of the law or the provisions of this Tariff.

2.5 Liability

2.5.1 Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur.

2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil, disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (I) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Liability (Cont'd)

2.5.4 The company shall no be liable for any claim, loss or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers (PINs) issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

2.6 Payment and Credit Regulations

2.6.1 Payment arrangements

The customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills of Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their PIN.

Changes for installations, service connections, moves, and arrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment arrangements (Cont'd)

Renewal of Customer Account Balances made by charges to commercial credit card company are subject to the terms and conditions of the issuing commercial credit card company and those of Miracle's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

2.6.2 Deposits

The Company does not require a deposit from the Customer or Subscriber. The prepayment for services immediately available to the Customer does not constitute a deposit.

2.6.3 Advance Payments

All debit cards are prepaid. Miracle Communications, Inc., collects no advance payments for any other services in the State of Florida.

2.6.4 Taxes and Fees

Miracle Communications, Inc., shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon Miracle Communications, Inc.

For Debit Service, taxes or fees shall be included in the rates and charges stated in Miracle Communications, Inc.'s rate schedule for this service.

For all other services offered by Miracle Communications, Inc., taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in Miracle Communications, Inc.'s rate schedules and listed as separate line items on the Customer's bill for services provided.

2.6.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Payment arrangements (Cont'd)

to payphone service providers for the use of their payphones to access Miracle's service.

2.7 Refunds or Credits for Service Outages or Deficiencies

2.7.1. Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5.3 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

2.8 The minimum Service Period

The minimum service period is one month (30 days).

2.9 Cancellation by Customer

The customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

In the event the Customer executes a term commitment agreement with the Company, the Customer must terminate the agreement pursuant to the terms provided therein.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Miracle will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.10.2 Miracle may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to Miracle or its agents for the purpose of inspection and maintenance of equipment owned by Miracle or its agents.
- D. For noncompliance with or violation of Commission regulation or Miracle's rules and regulations on file with the Commission, provided five (5) working days written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Miracle's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by Miracle or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Miracle may, before restoring

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Refusal or Discontinuance by Company (Cont'd)

service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- J. With proper notice, when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. With proper notice, when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- L. With proper notice, when the established expiration date of the Customer Account is reached.

2.11 Employee Concessions

There are no employee concessions.

2.12 Interruption of Service

2.12.1 Credit allowance for the interruption of service which is not due to Miracle Communications, Inc.'s testing or adjusting, and are due to either negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.5.1 herein. It shall be the obligation of the Customer to notify Miracle Communications, Inc., immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the FCC.

2.14 Deposits

Miracle Communications, Inc., does not collect customer deposits other than those associated with the pre-paid debit card services defined herein.

2.15 Applicable law

This tariff shall be subject to and construed in accordance with Florida law.

2.16 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to Company at 20801 Biscayne Boulevard, 4th Floor, Aventura, Florida 33180. Tel: (305) 937-2000. The Customer Service department can be reached 24 hours a day by calling the toll free number that is indelibly printed on all debit cards.

2.17 Billing Frequency

Customers of debit card services purchase service in advance and are debited in accordance with the schedules provided herein as calls are completed.

2.18 Installations and Connections

There will be no installations or connections in the State of Florida involved with Miracle Communications, Inc.'s services.

2.19 Other Rules

- 2.19.1 Miracle reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.19.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Toll Free Services

- 2.20.1 The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.20.2 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a Unique PIN, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer
- 2.20.3 If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

Miracle provides direct dialed (1+) service, inbound toll free number service, travel card service and prepaid card services for communications originating and terminating within the State of Florida under terms of this tariff. Operator services are not furnished by Miracle. Operator Services will be provided and billed by the Company's underlying carrier at rates as described in the underlying carrier's tariff on file with the Florida Public Service Commission.

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

3.2 Quality and Grade of Service Offered

Minimum Call and Completion Rate – A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of approximately 99 % (PO 1 grade of service or better) during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.3 Equipment

Miracle Communications, Inc., utilizes the M4000 manufactured by Magellan network systems. The M4000 is a digital and fully redundant debit card switch capable of expanding up to 6000 digital ports. The M4000 provides hot swappable technology and digital signal processing to minimize downtime and maximize user control. Customer service representatives are allowed real time access to the M4000 to ensure prompt and efficient resolution to customer reported problems. The M4000 also supports up to 100 different languages and as well as real-time fraud control and system data integrity.

3.4 Timing of Calls

Service is available on a twenty-four hour per day, seven days per week on a dial access basis. Services are arranged for the use of the transient public and are subject to restrictions imposed by the Florida Public Service Commission and the Federal Communications Commission. The Customer's long distance usage charge is based on the actual duration of the telephone call. Usage begins when the called party picks up the receiver. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. A call is terminated when the calling party hangs up.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 Timing of Calls (Cont'd)

3.4.1 Incomplete Call Crediting

Miracle Communications, Inc. will credit the Customer's debit card with additional time for any time deducted from Debit Card balance for incomplete calls.

3.5 Public Telephone Surcharge

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

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

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

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

3.6 10-10XXX Service

10-10XXX is an outbound calling plan available to business and residential customers. 10-10XXX is accessed via a Company-designated toll-free access number. This service is a flat-rate, non time-of-day sensitive, non mileage sensitive service billed in six (6) second increments with a minimum call duration for billing purposes of thirty (30) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**3.7 Debit Card Service****3.7.1 General**

The Miracle Communications, Inc. debit card allows the Customers to pay in advance for a specific amount of outbound calling. Service available to the general public and offered only in conjunction with interstate service. Calls may originate from standard residential, business or pay telephone access lines. Establishment of an account balance entitles the consumer to access the Miracle Communications, Inc. network for a preset amount of usage. All calls will be debited from the available account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted. All services are flat rated in accordance with the schedules provided herein as calls are completed and are not calculated based on mileage.

3.7.2 Debit Cards

Debit cards are available in various dollar denominations. The debit card is non-refundable and will expire on the date clearly specified on the card or package in which the card is enclosed. Unlike a deposit or advance payment, the debit card account balance is not held against future payment, as all service is available for immediate consumption. The Per Minute rate is inclusive of all applicable taxes.

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SECTION 4 – RATES

4.1 Florida Intrastate Rate

The rate applicable to all Florida intrastate (any point to point within the State of Florida) calls is 18.5 cents (\$0.185) per minute plus a connection fee of 75 cents (\$0.75). Billing is in full minute increments.

Customers are billed based on their use of Miracle Communications, Inc. services and network. No installation charges apply.

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**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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

Initials of person who forwarded check:

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FLORIDA PUBLIC SERVICE COMMISSION
TALLAHASSEE, FLORIDA

DEPOSIT

DATE

D148

JUN 07 1999

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DIVISION OF TELECOMMUNICATIONS
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(850) 413-6600**

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Initials of person who forwarded check:

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(850) 413-6770**

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MIRACLE COMMUNICATIONS, INC.
20801 BISCAYNE BLVD, 4TH FLR
AVENTURA, FL 33180
(305) 937-2000

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