



(703) 714-1313

July 8, 1997

jmarashlian@helein.com

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gained Street
Tallahassee, FL 32399-0866

990896-TI

Re: Lionhart of Miami, Inc., d/b/a Astral Communications' Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida

Ladies and Gentlemen:

Enclosed are an original and twelve (12) copies of Lionhart of Miami, Inc., d/b/a Astral Communications' ("Astral") Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Astral is a facilities based reseller of 1+, 800, and calling card telecommunications services.

Enclosed is the filing fee of \$250.00 made payable to the Florida Public Service Commission.

An extra copy of this filing is enclosed. Please date-stamp and return the extra copy in the self-addressed, stamped envelope provided. If you have any questions regarding this application please contact me at the number listed above.

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

Initials of person who forwarded check:

JSM

Sincerely,

Jonathan S. Marashlian

Enclosures

Vertical stamp: JUL 10 1997

GLOBAL TELECOMPETITION CONSULTANTS

8180 Greensboro Drive • Suite 700 • McLean, Virginia 22102
703-714-1320 • Fax-714-1330 • mail@helein.com

DOCUMENT NUMBER-DATE

08176 JUL-98

FPSC-RECORDS/REPORTING



DATE
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(703) 714-1313

July 8, 1997

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Enclosed to forward a copy of check

Sincerely,



Lionhart of Miami, Inc.
6600 NW 82 Avenue
Miami, FL 33166

63-1139/660

1090

Date July 7 - 99

Pay to the order of FLORIDA PUBLIC SERVICE COMMISSION \$ 250.00
TWO HUNDRED FIFTY Dollars

OCEAN BANK
MIAMI, FL 33126

[Handwritten signature]

For Filing Fees

JUL 9 1999
MAIL ROOM

DOCUMENT NUMBER-DATE
08176 JUL-99
Fpsc-RECORDS/REPORTING



DEPOSIT

DATE

D163

JUL 12 1999

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JUL 9 9 14 AM '99
ADMINISTRATION MAIL ROOM
RECEIVED

Enclosures

GLOBAL TELECOMPETITION CONSULTANTS

8180 Greensboro Drive • Suite 700 • McLean, Virginia 22102
703-714-1320 • Fax-714-1330 • mail@helein.com

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA
Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gained Street
Tallahassee, Florida 32399-0866
(850) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gained Street
Tallahassee, Florida 32399-0866
(850) 488-4733

FORM PSC/CMU 31 (4/91)
Required by Commission Rule Nos. 25-24.471
25-24.473 & 25-24.480(2)

DOCUMENT NUMBER-DATE

08176 JUL-98

FPSC-RECORDS/REPORTING

1. This is an application for (check one):
 Original Authority (New company).
 Approval of Transfer (To another certificated company).
 Approval of Assignment of existing certificate (To a noncertificated company).
 Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

Lionhart of Miami, Inc.

3. Name under which the applicant will do business:

Astral Communications

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

**Lionhart of Miami, Inc.,
d/b/a Astral Communications
6600 N.W. 82 Ave.
Miami, FL 33166**

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

Same as Answer to #4

6. Structure of organization;

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other _____

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable. **N/A**

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

See Attachment 1: D/B/A Registration Certificate

8. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

See Attachment 2: Articles of Incorporation

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

**Ritu Linhart
6600 N.W. 82 Ave.
Miami, FL 33166**

9. If incorporated, indicate if any of the officers, directors, partners 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) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None.

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

- (a) The application;

**Jonathan S. Marashlian, Regulatory Counsel
Helein & Associates, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(703) 714-1313 (phone) (703) 714-1330 (fax)**

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

Rahul Singh, Director
6600 N.W. 82 Avenue
Miami, FL 33166
(305) 591-4186 or (800) 691-8118

- (c) Tariff:

Jonathan S. Marashlian, Regulatory Counsel
Helein & Associates, P.C.
8180 Greensboro Drive - Suite 700
McLean, VA 22102
(703) 714-1313 (phone) (703) 714-1330 (fax)

- (d) Complaints/Inquiries from customers;

Customer Service
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166
(800) 691-8118

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

None.

- (b) Has applications pending to be certificated as an interexchange carrier.

None.

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

None.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

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

None.

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

None.

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

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

Travel Service

Method of access is 950

Method of access is 800

900 Service

Operator Services

Available to presubscribed customers

Available to non presubscribed customers (for
example to patrons of hotels, students in
universities, patients in hospitals

Available to inmates

Services included are:

Station assistance

Person to Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

Other:

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

Customers dial 1+ NXX + XXXX for outbound services where presubscription is not available.

14. What services will the applicant offer to other certificated telephone companies: **None.**

() Facilities. () Operators.

() Billing and Collection. () Sales.

() Maintenance.

() Other: _____

15. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

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

See Attachment 3 - Marketing/Agent Program

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

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

18. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

The Company's name will appear on its bills.

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

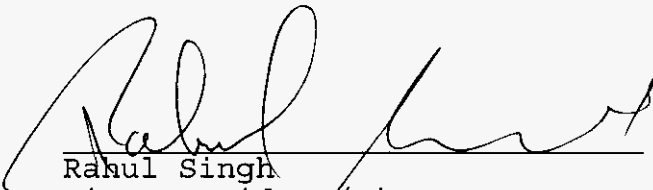
The Company will bill on its own behalf.

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

See Attachment 4 - Proposed Tariff

* * 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 one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.



Rahul Singh
Vice President/Director

Date: 7/7/99

ATTACHMENTS:

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

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPED NAME) _____,
N/A
current holder of certificate number _____, have
reviewed this application and join in the petitioner's request.

Signature of owner or chief
officer of the certificate
holder

Title

Date

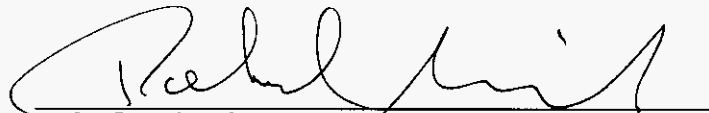
** APPENDIX B **

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

 X The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

 The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)



Rahul Singh
Vice President, Director

Date: 7/7/99

** APPENDIX C **

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased.

1) 6600 N.W. 82 Avenue
Miami, FL 33166
Leased

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) 6600 N.W. 82 Avenue
Miami, FL 33166

Leased: Excel LNX Switch CMS2000

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
From:		
100 N. Biscayne Blvd. Miami, FL 33132	Fiber Nortel DMS 250	MCI WorldCom, Frontier Communications
To:		
6600 N.W. 82 Avenue Miami, FL 33166	Fiber Excel LNX Switch CMS2000	Leased by Applicant

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Service will be provided on a statewide basis.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Applicant's network will be available statewide on an equal access basis through presubscription or 10XXX.

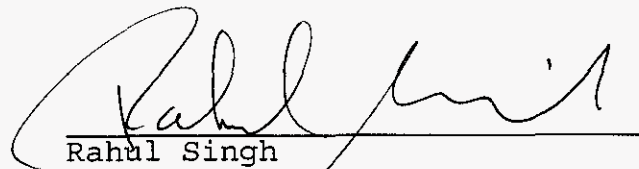
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant () has or (X) has not previously provided intrastate telecommunications in Florida. If the answer is **has**, fully describe the following:

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

N/A

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

N/A


Rahul Singh
Vice President, Director

Date: 7/7/99

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES


AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

Service will be provided on a statewide basis.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).



Rahul Singh
Vice President, Director

Date: 2/7/99

** FLORIDA EAS FOR MAJOR EXCHANGES **

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg,, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.
TAMPA:		Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:		St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:		Clearwater.
LAKELAND:		Bartow, Mulberry, Plant City, Polk City and Winter Haven.

** FLORIDA EAS MAJOR EXCHANGES CONTINUE **

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine.

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal

access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

- Feature Group A:** Line side connections presently serving specialized common carriers.
- Feature Group B:** Trunk side connections without equal digit or code dialing.
- Feature Group C:** Trunk side connections presently serving AT&T-C.
- Feature Group D:** Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office

unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENT 1

LIONHART OF MIAMI, INC., d/b/a ASTRAL COMMUNICATIONS

**CERTIFICATE OF d/b/a NAME REGISTRATION
FROM SECRETARY OF STATE OF FLORIDA**

State of Florida



Department of State

I certify from the records of this office that ASTRAL COMMUNICATIONS is a Fictitious Name registered with the Department of State on February 25, 1999.

The Registration Number of this Fictitious Name is G99055900116.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of February, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ATTACHMENT 2

LIONHART OF MIAMI, INC., d/b/a ASTRAL COMMUNICATIONS

**ARTICLES OF INCORPORATION
and
FLORIDA CORPORATION REGISTRATION CERTIFICATE**

ARTICLES OF INCORPORATION

The undersigned incorporator, for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be:

LIONHART OF MIAMI, INC.

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

6600 N.W. 82 Ave.

MIAMI, FL 33166

ARTICLE III SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

ONE HUNDRED

ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent are:

RITU S. LINHART

6600 N.W. 82 Ave.

MIAMI, FL 33166

ARTICLE V INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation are:

RITU S. LINHART

6600 N.W. 82 Ave.

MIAMI, FL 33166

Ritu S. Linhart

Signature/Incorporator

NOVEMBER 10, 1997

Date

(An additional article must be added if an effective date is requested.)

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent

Ritu S. Linhart

Signature/Registered Agent

NOVEMBER 10, 1997

Date

97 NOV 13 AM 8:28

State of Florida



Department of State

I certify from the records of this office that LIONHART OF MIAMI, INC. is a corporation organized under the laws of the State of Florida, filed on November 13, 1997.

The document number of this corporation is P97000097080.

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

I further certify that said corporation has not filed Articles of Dissolution.

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



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ATTACHMENT 3

LIONHART OF MIAMI, INC., d/b/a ASTRAL COMMUNICATIONS

RESPONSE TO QUESTION 16:

DESCRIPTION OF COMPANY'S MARKETING/AGENT PROGRAM

MARKETING/AGENT PROGRAM

Astral will provide all sales agents and salespersons with a marketing package that will contain information about Astral and the services it offers.

Marketing will also be done via advertising on the local radio stations, local magazines/journals, the local newspapers, by joining professional organizations, and by word-of-mouth advertising.

All agents will be paid a flat residual monthly commission according to the dollar value of the relevant accounts.

This will be in the following percentage amounts:

0-250	3%
251-500	4%
501-750	5%
751-1000	6%
1001-1500	7%
1501-3000	8%
3001-4000	9%
4001-5000	10%
5001-10,000	11%
10,001-20,000	12%
20,001-30,000	13%
30,001-40,000	14%
40,001 +	15%

All accounts over \$1,000 are subject to credit verification and a three-month deposit may be required.

Agent commissions will be paid if account balance is paid in full on a monthly basis. In addition, no compensation will be paid if account becomes delinquent.

All PIC change orders submitted by the agents will be verified through a third-party verification agency.

ATTACHMENT 4

LIONHART OF MIAMI, INC., d/b/a ASTRAL COMMUNICATIONS

PROPOSED TARIFF

TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by LIONHART OF MIAMI, INC. d/b/a ASTRAL COMMUNICATIONS, with principal offices at 6600 N.W. 82 Avenue, Miami, FL 33166. This tariff applies to services furnished within Florida. This tariff is on file with the Florida Public Service Commission, where copies may be inspected during normal business hours.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

Pages 1 through 26 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
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
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21	Original
22	Original
23	Original
24	Original
25	Original
26	Original

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

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EFFECTIVE:

**By: Ritu Linhart, President
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6600 N.W. 82 Avenue
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TELECOMMUNICATIONS SERVICES TARIFF

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EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved to/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 to Rate or Charge

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
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6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its tariff approval process, the most current page number on file with the FPSC is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1. I.A.
 - 2.1. I.A. 1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(l).

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
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TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT (Cont'd)

- D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the pages 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, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
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Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to LIONHART OF MIAMI, INC. d/b/a ASTRAL COMMUNICATIONS' underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of LIONHART OF MIAMI, INC. d/b/a ASTRAL COMMUNICATIONS' Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - LIONHART OF MIAMI, INC. d/b/a ASTRAL COMMUNICATIONS.

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

FPSC - Florida Public Service Commission.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

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

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Florida.

The Company's Services are available to its customers twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Disconnection of Service by Company

The Company, upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.3.1 Non-payment of any sum due to Company for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.3.2 A violation of any regulation governing the service under this tariff.
- 2.3.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.3.4 The Company has given the customer notice and has allowed a reasonable time to comply with any rule or remedy any deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company

- 2.4.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.4.2 Acceptance of the provisions of Section 2.4.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.4.1.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company (Cont'd)

2.4.3 Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright or trademark arising out of the material, data, information, or other content of a customer's communications traffic;
- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

2.5 Interruption of Service

2.5.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.4.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

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

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Interruption of Service (Cont'd)

- 2.5.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.5.4 No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
 - (B) For failure of services or equipment caused by the negligence or wilful acts of customer.
- 2.5.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.5.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.5.7 Credits are applicable only to that portion of service interrupted.
- 2.5.8 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption of Service (Cont'd)

2.5.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.6 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system of the Federal Communications Commission.

2.7 Deposits

The Company does not require a deposit from its customers.

2.8 Advance Payments

The Company does not collect advance payments.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Taxes

All state and local taxes levied by governmental entities upon customers (for example, sales taxes, gross receipts taxes, and municipal utilities taxes) are listed as separate line items on customer bills and are not included in the Company's scheduled rates.

2.10 Collection of Charges

2.10.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect, or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

2.10.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Employee Concessions

There are no employee concessions.

2.12 Specific Services

The Company does not currently offer any specific services for which conditions of eligibility apply.

2.13 Billing

Company bills its customers directly. Customers may call Company toll-free at 800-691-8118 with any billing disputes. All approved credits will appear on the customer's bill within 60 days of approval.

ISSUED:

EFFECTIVE:

By: **Ritu Linhart, President**
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

- 3.1.1 Company offers direct dialed (1+) service, inbound toll-free number service and debit card service for communications originating and terminating within the United States under terms of this tariff.
- 3.1.2 Direct dial service is offered from originating locations within the mainland United States. Calls may be placed to locations within the mainland United States.
- 3.1.3 In-bound toll-free service is available to Customers served from locations within the mainland United States. Originating locations for calls placed to the Company's toll-free number services must be within the mainland United States.
- 3.1.4 When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the United States from which the caller can dial the appropriate access code(s) and may be placed to any location within the mainland United States.
- 3.1.5 Customers are billed based on their use of Company's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Company will reasonably issue credit for the call.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 Rate Periods

3.3.1 The following rate periods apply:

	MON	TUE	WED	THU	FRI	SAT	SUN
24 HOURS	--	SAME	FLAT	RATE	EVERY	DAY	--
HOLIDAYS	--	SAME	FLAT	RATE	EVERY	DAY	--

3.4 Calculation of Distance

Company's current services are not distance sensitive. Charges tariffed on a distance sensitive basis will be based on the airline distance between rate centers located within Florida. The distance between rate centers is determined by applying the vertical and horizontal coordinates associated with the rate centers involved as set forth in such major carriers tariffs as AT&T's FCC No. 10. A standard formula for calculating distance such as the following will be used.

Formula:
$$\frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
 Astral Communications
 6600 N.W. 82 Avenue
 Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.5 Outbound Long Distance Service

Company's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

3.5.1 Direct Dial Service

3.5.1.1 Rules and Regulations

- A. For billing purposes, call timing is rounded up to the next thirty (30) second increment after a minimum initial period of one (1) minute. No volume discounts apply.

3.5.1.2 Charges:

- A. Monthly Recurring Charges \$5.00
- B. Usage Charges \$0.15 per minute*

* Flat rate of \$0.15 per minute twenty-four (24) hours a day, seven (7) days a week, including holidays.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.6 Inbound Toll-free Number Service

3.6.1 Description, Rules and Regulations

- A. Company's Inbound Toll-Free Number Service is an 800/888/877 service available for Customer use twenty-four (24) hours a day, seven (7) days a week.
- B. Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.
- C. For billing purposes, call timing is rounded up to the next thirty (30) second increment after a minimum initial period of one (1) minute. Time of day discounts apply.

3.6.2 Charges:

- A. Monthly Recurring Charges \$5.00
- B. Usage Charges \$0.15 per minute*

* Flat Rate of \$0.15 per minute twenty-four (24) hours a day, seven (7) days a week, including holidays.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.7 Travel Service

3.7.1 Description, Rules and Regulations

- A. Company's Travel Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Company's Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Service rates apply to calls placed to locations in the mainland United States.
- B. For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day, holiday, and volume discounts do not apply. No per call service charges apply.

3.7.2 Charges:

- A. Monthly Recurring Charges \$1.00
- B. Per Call Charge \$0.40
- C. Usage Charges \$0.25 per minute

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Directory Assistance Charge

Per Call

\$1.00

Pursuant to Florida Public Service Commission Rules and Regulations, the Company will not charge for the first fifty (50) directory assistance calls made each month by a handicapped person.

3.9 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

3.10 Method of Computing Charges

If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4266 would be rounded up to \$1.43).

3.11 Returned Check Charge

A returned check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

3.12 Promotions

Carrier promotions, when offered, must be approved by the FPSC. Such promotions will specify any charges reduced or waived; customers who are eligible for the promotion; the conditions of eligibility; and the starting and ending dates of the promotional offer. Customer promotional rates are limited to ninety (90) days in any twelve (12) month period.

ISSUED:

EFFECTIVE:

By: **Ritu Linhart, President**
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.13 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying night rate during business day hours and the night rate for night rate calls. Discounts do not apply to surcharges or previously discounted charges.

3.14 Operation of Telecommunications Relay Service

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50% of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60% off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - PROMOTIONS

4.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. A promotion will only be offered after it has been approved by the FPSC and it will have a duration of ninety (90) days or less, consistent with Commission rules governing promotions.

ISSUED:

EFFECTIVE:

**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 - CONTRACT SERVICES

5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

ISSUED:

EFFECTIVE:

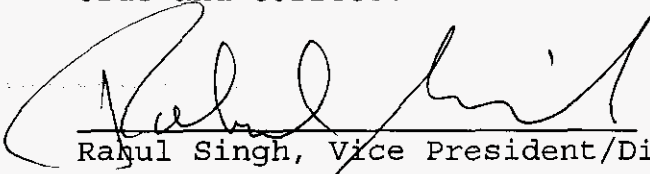
**By: Ritu Linhart, President
Astral Communications
6600 N.W. 82 Avenue
Miami, FL 33166**

ATTACHMENT 5

LIONHART OF MIAMI, INC., d/b/a ASTRAL COMMUNICATIONS

Attached are Applicant's Balance Sheet, Statement of Income and Projections Statement.

Applicant is a start-up company and does not yet have audited financial statements. I affirm that the financial statements are true and correct.

A handwritten signature in black ink, appearing to read "Rahul Singh", is written over a horizontal line.

Rahul Singh, Vice President/Director

STATEMENT OF FINANCIAL CAPABILITIES

Lionhart of Miami, Inc., d/b/a Astral Communications ("Astral") has the financial capability to provide intrastate resale services in Florida for the following reasons. Astral, being a reseller, does not have a need for a large amount of capital to offer its services. Astral does not anticipate a need for taking on any debt to service. Astral does have good banking relationships should an unexpected need for financing ever arise. Astral has very experienced management to direct operations and fully expects its Florida operations to be profitable within three months.

LIONHART OF MIAMI

BALANCE SHEET

As of June 1, 1999

ASSETS		LIABILITY	
Current Assets:		Current Liability:	
Cash & Cash Equivalents:		Accounts Payable	9,312
Metlife, Ram	160,000		
Nationsbank, Rohit	200,000	Stockholder's Equity	500
		Paid in Capital	5,000
Accounts Receivable	9,622		
Inventory	22,340	Long-Term Liability:	
		Ram	160,000
Property & Equipment:		Rohit	200,000
Structure & Equipment	5,000		
Security Deposit @ SwapShop	4,000	Retained Earnings	26,150
Total	400,962	Total	400,962

LIONHART OF MIAMI
D/B/A ASTRAL COMMUNICATIONS

STATEMENT OF INCOME
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 1998

	<u>12 Months Ended</u> <u>Dec. 31, 1998</u>
Sales:	
Sales	30,951
Net Sales	30,951
Cost of Goods Sold:	
Beginning Inventory	0
Purchases	21,646
Goods Available for Sale	21,646
Less: Ending Inventory	7,366
Cost of Goods Sold	14,280
Gross Profit	16,671
General and Administrative:	
Officers Salaries	10,800
Bank Service Charges	131
Miscellaneous Expense, i.e. Merchants Account Fees	504
Office Supplies	220
Professional Fees	154
Rent Expense	3,000
Taxes on Payroll	1,007
Telephone & Telegraph	618
Total General and Administrative	16,434
Operating Income	237
Net Income (Loss)	237

ASTRAL COMMUNICATIONS
6600 N.W. 82 AVE. MIAMI FL. 33166
TEL. 305-591-3911 FAX- 305-599-0727

PROJECTIONS :- 1999 - 2000 - 2001

INCOME	1999	2000	2001
Prepaid Bulk Debit/Travel Cards	400,000	1,200,000	1,500,000
Resale Services (Wholesale)	2,000,000	500,000	700,000
" 1+" Services	115,000	600,000	1,000,000
TOTAL	715,000	2,300,000	3,200,000

EXPENSES	1999	2000	2001
Equipment	42,400	135,200	146,000
Payroll	40,000	140,000	165,000
Payroll Taxes	3,000	10,800	12,700
Rent	6,000	18,000	18,000
Office Maintenance	2,000	6,000	6,000
Travel	6,000	20,000	22,000
Commissions	15,000	50,000	60,000
Interconnection Costs	20,000	60,000	75,000
Purchases	560,600	1,785,000	2,585,300
TOTAL EXPENSE	695,000	2,225,000	3,090,000
TOTAL INCOME	715,000	2,300,000	3,200,000
 NET INCOME	 20,000	 75,000	 110,000

EXHIBIT 6

LIONHART OF MIAMI, INC., d/b/a ASTRAL COMMUNICATIONS

TECHNICAL QUALIFICATIONS

Applicant leases a switch through which it resells services offered by its underlying carriers - MCI WorldCom and Frontier Communications. Applicant has twenty-four (24) hour a day access to technical support from both of its underlying carriers.

Management profiles of the following principals are attached:

Ritu Linhart	-	President
Rahul Singh	-	Vice President
Ram K. Singh	-	Secretary/Treasurer

Ritu Linhart

2535 N.W. 99 Avenue

Miami, FL 33172

(352) 591-3911

E-mail: Kaizen@ix.netcom.com

EDUCATION

Academic

Master of Business Administration

Nova Southeastern University – Executive MBA at Gainesville, FL

Graduation Date: January 1997

Grade Point Average: 4.0

Master of Science in Chemical Engineering

Auburn University at Auburn, AL

Graduation Date: May 1993

Grade Point Average: 3.5

Bachelor of Science in Chemical Engineering

University of Florida at Gainesville, FL

Grade Point Average: 3.5

Honors

Biery Scholarship, 1989-1990

Dean's List, 1989-1991

Phi Theta Kappa Scholarship, 1988-1989

William McKnight Scholarship, 1987-1988

Athletic Grant, 1988

Outstanding Engineering Student, 1988

COMPUTER SKILLS

Systems Software

MS-DOS, Microsoft Windows

Peachtree Accounting, spreadsheets, database, presentation graphics,
and Word-processing packages

Simulation Languages

Aspen Plus, ChemCad

BASIC, Fortran

WORK EXPERIENCE

Accounts Manager
April 1997 – Present

Arctics
Miami, FL

Managed all accounts for this wholesaler/distributor of travelware.

Safety Specialist
Oct. 1994 – March 1997

University of Florida, Environmental Health & Safety
Gainesville, FL

Federal, state, and University compliance (OSHA, NIOSH, EPA) of the 1500 research laboratories located at the University of Florida. Duties included unannounced safety inspections, technical support for the research personnel, and training for the laboratory personnel. Obtained OSHA training.

Process Engineer
June 1993 – July 1994

Quadrex Corporation
Gainesville, FL

Pretreatment and optimization of fermentation feedstock (agricultural residues and industrial waste products/streams). Pretreatment included acid and enzyme hydrolysis of cellulose and hemicellulose to five and six carbon sugars at various conditions. Setup and maintenance of bench scale and pilot plant bacterial and yeast fermentations (up to 50 gallons) Nutritional optimization and maintenance of bacterial cultures and yeast propagation. Data gathering, standard operating procedures (SOP), and summarization for documentation and presentation. Engineering calculations, process design, and equipment evaluation and purchasing for the scale-up of the above to a commercial size plant. Aspen Plus simulation involving solids, electrolytes, evaporators, reactors, fermenters, and distillation. Sensitivity analysis studies on key factors affecting the process and economic analysis of the capital and operating costs.

Graduate Research Assistant
June 1991 – Sept. 1991

Auburn University, Department of Chemical Engineering
Auburn, AL

Performed research to study and develop micro-electrodes to detect various sugars in the human blood and to detect dopamine in the brain. The electrodes would allow a simple detection procedure for diabetes testing and Alzheimer's Disease. Used cyclic voltammetry to measure the response and designed the electrode using micro-size carbon fibers.

Research Assistant
June 1988 – Dec. 1990

University of Florida, Department of Chemical Engineering
Gainesville, FL

Assisted a Ph.D. student in studying the lactic acid production of E. coli mutant bacteria. Responsibilities included Operation of Continuous Flow Stirred Tank Reactor and Batch Reactor, preparation of the media required for the mutant's growth, precise control of pH, temperature, concentration, and stirring speed of the media for healthy growth of the mutant, and research on the recent findings related to the E. coli mutant bacteria.

Laboratory Assistant
Dec. 1988 – Dec. 1989

University of Florida, Department of Soil Testing
Gainesville, FL

Performed various tasks in the laboratory, helping graduate students and professors with various experiments.

Volunteer Tutor
1987

Miami Dade Community College, Access Services
Miami, FL

Tutored students in Organic Chemistry at the Teaching Laboratory of the Science Department and tutored mentally and physically disabled students in all areas.

ACTIVITIES

Engineers' Day at Auburn University – Coordinator
American Institute of Chemical Engineers
Golden Key National Honor Society
Phi Theta Kappa National Honor society – President
Order of the Engineer
Engineers' Fair at the University of Florida – Coordinator
Florida Engineering Society
Kyo Ku Shin Kai Karate – Brown Belt
Trained volunteer for the Shelter for Runaway Teens
Fluent in English, Dutch, and Hindi

RESUME

1. NAME & ADDRESS: RAM KUMAR SINGH
2535 NW 99 AVE.
MIAMI, FL. 33172
TEL:-305-599-1176 WORK:- 305-591-3911
2. DATE OF BIRTH: 1st MAY, 1941. INDIA.
3. STATUS: PERMANENT RESIDENT.
4. EDUCATION: DIPLOMA IN CIVIL ENGINEERING,
1959 INDIA.
5. SPECIAL STUDY COURSES: (a) BAILEY BRIDGES CONSTRUCTION
- UNDER INDIAN ARMY.
(b) SOIL MECHANICS- UNDER
CENTRAL ROAD RESEARCH
INSTITUTE, DELHI, INDIA.
6. PROFESSIONAL MEMBERSHIP: (a) INSTITUTE OF CHARTERED
ENGINEERS AND VALUERS DELHI,
INDIA.
(b) "A" CLASS LICENSE OF PRIVATE
CONSULTING ENGINEERS FROM
DEVELOPMENT AUTHORITY
KANPUR, U.P., INDIA.
7. PRACTICAL EXPERIENCE: (a) 9 YEARS (1986-1995) PRESIDENT OF
GADJRAJ & SONS IMP. & EXP. INC.
(36 YEARS)
(b) 10 YEARS (1977-1986)- WORKED AS
CONSTRUCTIONS MANAGER IN
SURINAME, IN TWO LEADING
COMPANIES.
(c) 6 YEARS (1971-1976)- WORKED AS
CONSULTING CIVIL ENGINEER FOR
WORKS LIKE DESIGNS,
CONSTRUCTION AND VALUATION
AND MANAGEMENT OF RESIDENTIAL
AND FACTORY BUILDINGS.
(d) 7 YEARS(1963-1976)- WITH
GOVERNMENT OF INDIA AS
SUPERINTENDENT B/R GRADE -1 AND
ASSISTANT ENGINEER, (CIVIL)

IN BORDER ROADS
ORGANIZATION(GENERAL RESERVE
ENGINEER FORCE).

(e) 3 YEARS(1960-1963)- WORKED IN
INDIAN RAILWAY AND IRRIGATION
DEPARTMENT.

(f) 1 YEAR(1959-1960)- WORKED IN A
CORPORATION AS TRAINEE.

8. NATURE OF WORKS DONE:

(a) IN U.S.A.: TOTAL MANAGEMENT
OF THE CORPORATION.

(b) IN SURINAME: MANAGEMENT OF
PROJECTS.

I. CONSTRUCTION OF A LAND
PREPARATION PROJECT FOR A
HOUSING COLONY INCLUDING
DRAINAGE AND ROADS ETC.

II. CONSTRUCTION OF BUILDINGS
AND WAREHOUSES.

III. HILLROAD USING HEAVY
EARTHMOVING EQUIPMENT
INCLUDE. WOODEN BRIDGES AND
AMCO CULVERTS.

IV. STEEL STRUCTURES
FABRICATION AND INSTILLATION
INCLUDE. SHEET METAL WORKS FOR
DRY DOC, PONTOONS, CHIMNEYS,
OIL AND WATER STORAGE TANKS
ETC.

V. PREPARATION OF ESTIMATES,
CONTRACTS AND INTERNATIONAL
TENDERS.

VI. DRIVING OF WOODEN, CONCRETE
& STEEL PILES ON GROUND AND IN
WATER, INCLUDE SHEET PILING FOR
WHARVES.

(c) IN INDIA: MANAGEMENT OF
WORKS

I. HILL ROADS IN HIMALAYAN
MOUNTAINS, INCLUDE
CONSTRUCTION OF SMALL BAILEY
BRIDGES.

II. ROCK QUARRYING & CRUSHING
OPERATIONS INCLUDE DRILLING &
ROCK BLASTING.

III. SOIL STABILIZATION, SOILING,
METALLING, PREMIX ASPHALT,
CARPETING, RETAINING WALLS,
BREAK WALLS, ARMCO & CONCRETE
PIPE CULVERTS.

IV. STORAGE GODOWNS FOR LIQUID
PETROLEUM GAS CYLINDERS FOR
INDIAN OIL.

V. CEMENT CONCRETE ROADS,
RESIDENTIAL & INDUSTRIAL
BUILDINGS, PLANNING, ESTIMATING.
CONSTRUCTION &
VALUATION.

VI. ADMINISTRATIVE EXPENSE AS
OFFICER COMMANDING OF A
COMPANY IN GENERAL RESERVE
ENGINEER FORCE, IN GOVERNMENT
OF INDIA. (A UNIT OF 530 MEN)

VII. IRRIGATION CANALS & BRIDGES

VIII. RAILWAYS ESTIMATES.

Rahul Singh

2535 N.W. 99th Avenue

Miami, FL 33172

(305) 591-3911, (305) 599-1176

E-mail: Kaizen@ix.netcom.com

EDUCATION	Academic	Bachelor of Arts in Business Administration and International Business Florida International University Miami, Florida
		Associates of Arts Miami Dade Community College Miami, Florida
COMPUTER SKILLS	Systems Software	MS-DOS, Microsoft Windows Peachtree Accounting, spreadsheets, database, presentation graphics, and Word-processing packages, Alpha Four
	Languages	Fortran, Advance Cobol, C++, Ada, Assembly, PASCAL,

WORK EXPERIENCE

Operations Manager Gadjraj & Sons Import and Export, Inc. D/B/A Arctics
Sept. 1995-present 6600 NW 82 Avenue, Miami, FL 33166

Training obtained to install and operate Excel Switch, Platform and Billing Application. Also obtained training on Hypercom and Netrix for Voiceover IP and Voiceover Frame Relay. Manage network troubleshoot and establishment of new nodes. Setup and manage telecommunication products. Sales and distribution of pre-paid telephone cards.

Accounts Manager Gadjraj & Sons Import and Export, Inc. D/B/A Arctics
January 1992- Sept. 1995 6600 NW 82 Avenue, Miami, FL 33166

Manage and maintain 100+ customer accounts including major retailers, wholesalers, distributors, and department stores for this wholesaler/distributor of luggage and travelware. Responsible for developing strategies to improve account satisfaction, for scheduling collection of accounts receivable on a weekly basis, for inventory control, and forming and maintaining customer relations. Also involved with forming strategic alliances with suppliers at a global level.

ACTIVITIES

Kyo Ku Shin Kai Karate – Brown Belt
Fluent in English, Dutch, Spanish and Hindi
Brain Bowl Team Member
Swimming
Racket Ball