



ORIGINAL

July 22, 2002

VIA U.S. MAIL

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

Re: Application for Interexchange Service Within the State of Florida

020852-TI

To Whom It May Concern:

Enclosed please find the completed Interexchange Service Application form for Litestream Technologies, LLC. Additionally, we have enclosed the \$250 application fee as well as six copies of the application. Also, please note points in the application where items may be attached separately, such as financial reports and Litestream's tariff proposal.

Litestream will pay all taxes and regulatory assessment fees in a timely manner, and looks forward to being a successful provider throughout the State of Florida.

Please confirm your receipt of this packet and acceptance of the enclosed application upon completion of your review thereof.

Thank you,

David Drykerman
Director of Regulatory Affairs

DISTRIBUTION CENTER
02 JUL 31 AM 10:59

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

Initials of person who forwarded check:

DM

1500 San Remo Avenue, Suite 225 Coral Gables, Florida 33146

DOCUMENT NUMBER-DATE
08019 JUL 31 02
FPSC-COMMISSION CLERK

**APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
BETWEEN POINTS WITHIN THE STATE OF FLORIDA**

020852-TI

1. This is an application for an Original Certificate (new company)
2. The company name is: Litestream Technologies, LLC.
3. The name under which the company will do business is: Litestream Technologies.
4. The official mailing address is:

1500 San Remo Avenue, Suite 225
Coral Gables, FL 33146.
5. The Company's Florida address is:

3550 W. Walters Avenue
Tampa, FL 33614
6. The type of business the Company will be conducting is:
 - Facilities-based carrier
 - Reseller
7. The Company's structure is a Limited Liability Company.
8. N/A
9. The Company is a Limited Liability Company registered to operate in Florida which number, provided by the Secretary of State is: 982131
10. N/A
11. N/A
12. N/A
13. N/A
14. N/A
15. F.E.I. Number: 65-1119034

DOCUMENT NUMBER DATE

38019 JUL 31 8

FPSC-COMMISSION CLERK

16. The Company name will appear on all bills for its services.
17. All those customers who receive any of our services will be billed this may include but is not limited to: Residential Customers, Hotels & Motels, and Business Customers.
18. The Company's liaison to the Commission with regard to this Application will be

(a) David Drykerman
Director of Regulatory & Marketing
1500 San Remo Avenue, Suite 225
Coral Gables 33146
Phone: (305) 665-6681
Fax: (305) 665-7218
e-mail: drykerman@bellsouth.net

Point of contact for continuing operations:

(b) Robert Rubin
President
1500 San Remo Avenue, Suite 225
Coral Gables, FL 33146
Phone: (305) 665-8784
Fax: (305) 665-7218
e-mail: rdrubin@bellsouth.net

Contact for customer complaints:

(c) Rick Hager
General Manager
3550 W. Walters Avenue
Tampa, FL 33614
Phone: (813) 375-3399
Fax: (813) 375-3437
e-mail: rhager@peoplesgas.com

19. The states in which the Company:

(a) Has operated as an interexchange telecommunications company

None

(b) has applications pending to be certified as an interexchange 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. (a) Nothing to report
(b) Nothing to report

21. The Applicant may provide the following interexchange carrier services throughout the term of its license:

- (a) MTS with distance sensitive per minute rates
the method of access used may be FGA, FGB, FGD or 800
- (b) MTS with route specific rates per minute
the method of access may be FGA, FGB, FGD, or 800
- (c) Flat rates will per minute
the method of access may be FGA, FGB, FGD or 800
- (d) Not provided
- (e) Not provided
- (f) 800 service
- (g) Not provided
- (h) Private line services may be provided
- (i) Travel service will be provided
Method of access is 800
- (j) 900 services may be provided
- (k) Operator services will be provided to:
Presubscribed customers
- (l) Services included are:
Station assistance, person-to-person assistance, directory assistance, operator verify and interrupt, conference calling

22. The proposed tariff for the Applicant is attached.

23. The resumes of the senior management of the Applicant are provided and attached hereto.

C. Additionally, the Applicant is attaching its most recent financial statements. The Applicant does not have three years worth of financials as it was granted Limited Liability Company status as of November 2001.

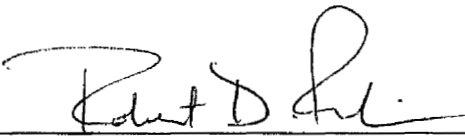
THIS PAGE MUST BE COMPLETED AND SIGNED

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:

ROBERT D. RUBIN
Print Name


Signature

PRESIDENT
Title

7/25/02
Date

305 665-8784 305 665-7218
Telephone No. Fax No.

Address: 1500 SAN REMO AVENUE
Suite 225
COUD GABLES, FL 33146

THIS PAGE MUST BE COMPLETED AND SIGNED

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 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:

ROBERT D. RUBIN

Print Name

PRESIDENT

Title

305 665-8784

Telephone No.

Address:

1500 SAN REMO AVENUE

Suite 225

Coral GABLES, FL 33146

Robert D. Rubin

Signature

7/25/02

Date

305 665-7218

Fax No.

THIS PAGE MUST BE COMPLETED AND SIGNED

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 interexchange telecommunications 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:

ROBERT D. RUBIN

Print Name

PRESIDENT

Title

(305) 665-8784

Telephone No.

Robert D. Rubin

Signature

7/26/02

Date

(305) 665-7218

Fax No.

Address:

1500 SAN REMO AVENUE

Suite 225

Coral Gables, FL 33146

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:

ROBERT D. RUBIN
Print Name

PRESIDENT
Title

(305) 665-8784
Telephone No.

Address:

1500 SAN REMO AVENUE
Suite 225
Coral Gables, FL 33146

Robert D. Rubin
Signature

7/26/02
Date

(305) 665-7218
Fax No.

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

HAM,
LANGSTON &
BREZINA L.L.P.
Certified Public Accountants

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

FINANCIAL STATEMENTS
WITH REPORT OF INDEPENDENT ACCOUNTANTS
for the period from inception, June 20, 2001, to December 31, 2001

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

FINANCIAL STATEMENTS
WITH REPORT OF INDEPENDENT ACCOUNTANTS
for the period from inception, June 20, 2001, to December 31, 2001

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

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HAM,
LANGSTON &
BREZINA, L.L.P.
Certified Public Accountants

Report of Independent Accountants

To the Members and Directors:
Litestream Technologies, LLC

We have audited the accompanying balance sheet of Litestream Technologies, LLC (a development stage enterprise hereinafter referred to as the "Company") as of December 31, 2001, and the related statements of operations, members' equity and cash flows for the period from inception, June 20, 2001, to December 31, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based upon our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Litestream Technologies, LLC as of December 31, 2001, and the results of its operations and its cash flows for the period from inception, June 20, 2001, to December 31, 2001, in conformity with accounting principles generally accepted in the United States of America.

Ham, Langston + Brezina, L.L.P.

Houston, Texas
April 9, 2002, except for
note 5, as to which the
date is June 10, 2002

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

BALANCE SHEET

December 31, 2001

ASSETS

Current assets:	
Cash and cash equivalents	\$ 64
Prepaid insurance	<u>27,898</u>
Total current assets	27,962
Plant and equipment under construction	1,463,886
Cable television franchises	<u>12,510</u>
Total assets	<u>\$1,504,358</u>

LIABILITIES AND MEMBERS' EQUITY

Current liabilities	\$ -
Members' equity:	
Members' contributed capital	2,136,494
Capital contribution receivable from TECO Partners, Inc.	(499,353)
Losses accumulated during the development stage	<u>(132,783)</u>
Total members' equity	<u>1,504,358</u>
Total liabilities and members' equity	<u>\$1,504,358</u>

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

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

STATEMENT OF OPERATIONS

for the period from inception, June 20, 2001, to December 31, 2001

Selling, general and administrative expenses	<u>\$ 132,783</u>
Net loss	<u>\$ (132,783)</u>

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

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

STATEMENT OF MEMBERS' EQUITY

for the period from inception, June 20, 2001 to December 31, 2001

	<u>Heritage Technologies Ltd.</u>	<u>TECO Partners Inc.</u>	<u>Contribution Receivable from TECO Partners, Inc.</u>	<u>Losses Accumulated During the Development Stage</u>	<u>Total</u>
Balance at inception, June 20, 2001	\$ 1,000	\$ 1,000	\$ (1,000)	\$ -	\$ 1,000
Capital contributions from members	1,067,247	1,067,247	(498,353)	-	1,636,141
Net loss	<u>-</u>	<u>-</u>	<u>-</u>	<u>(132,783)</u>	<u>(132,783)</u>
Balance at December 31, 2001	<u>\$1,068,247</u>	<u>\$1,068,247</u>	<u>\$ (499,353)</u>	<u>\$ (132,783)</u>	<u>\$1,504,358</u>

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

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)

STATEMENT OF CASH FLOWS

for the period from inception, June 20, 2001, to December 31, 2001

Cash flows from operating activities:	
Net loss	\$ (132,783)
Adjustment to reconcile net loss to net cash used in operating activities:	
Expenses paid by members with a related increase in members' capital accounts	<u>130,847</u>
Net cash used in operating activities	<u>(1,936)</u>
Cash flows from financing activities:	
Cash capital contributions by members	<u>2,000</u>
Net cash provided by financing activities	<u>2,000</u>
Net increase in cash and equivalents	64
Cash and cash equivalents at beginning of period	<u>-</u>
Cash and cash equivalents at end of period	<u>\$ 64</u>
Non-cash investing and financing activities:	
Members' capital increased for contributions of plant and equipment under construction	<u>\$1,463,886</u>
Members' capital increased for increase in receivable from TECO Partners, Inc.	<u>\$ 499,353</u>

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

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)
NOTES TO FINANCIAL STATEMENTS

1. Organization and Summary of Significant Accounting Policies

Litestream Technologies, LLC (the "Company" or "Litestream") is a Florida limited liability company established, as a joint venture between Heritage Technologies, Ltd. and TECO Partners, Inc., to provide bundled telecommunications services to residential customers living in certain real estate developments in selected Florida counties. The Company's services will be offered over fiber-optic networks that the Company is currently constructing for the specific needs of individual real estate developments and master planned communities.

The Company's current offering of bundled services will enable residential customers to enjoy telephone, cable television, high-speed internet and home security from a single provider. The Company is designing its networks to provide state-of-the-art service, superior value and pricing simplification to its customers.

The Company is considered a development stage enterprise because it has not yet generated revenue from sale of telecommunication services over its networks. Since its inception, the Company has devoted substantially all of its efforts to building infrastructure and searching for sources of capital to fund its efforts. Following is a summary of the Company's significant accounting policies:

Significant Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the periods. Actual results could differ from estimates making it reasonably possible that a change in the estimates could occur in the near term.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Company considers all highly liquid short-term investments with an original maturity of three months or less when purchased, to be cash equivalents.

Plant and Equipment

Plant and equipment is recorded at cost based upon the original acquisition price or cost of construction. Cost of construction includes direct cost of materials, payroll costs, related fringe benefits and taxes, and certain general and administrative costs. Depreciation is provided using the straight-line method over estimated useful lives of the various classes of depreciable property as follows:

Telecommunications networks	7-20 years
Computer equipment	3 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Expenditures for normal repairs and maintenance are charged to expense as incurred. The cost and related accumulated depreciation of assets sold or otherwise disposed of are removed from the accounts, and any gain or loss is included in operations.

Continued

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)
NOTES TO FINANCIAL STATEMENTS, Continued

1. Organization and Summary of Significant Accounting Policies, continued

Income Taxes

The Company is not a tax paying entity for U.S. Federal income tax reporting purposes and, accordingly, no provision or benefit for income taxes is provided in the accompanying financial statements. Instead, individual joint venture members are allocated their respective share of the Company's income, expenses and credits for inclusion in their federal and state income tax returns.

Revenue Recognition

Although the Company has not, to date, completed its telecommunication networks or begun billing residential customers, the Company's revenue recognition policies will be as follows: local telephone service revenue will be recorded as earned based on tariffed rates; cable television service revenue will be recorded as earned in the month the services are provided; and internet access service revenue and home security service revenue will be recorded based on monthly contracted fees.

Fair Value of Financial Instruments

The Company includes fair value information in the notes to financial statements when the fair value of its financial instruments is different from the book value. When the book value approximates fair value, no additional disclosure is made.

Impairment of Long-Lived Assets

In the event that facts and circumstances indicate that the carrying value of a long-lived asset, including associated intangibles, may be impaired, an evaluation of recoverability is performed by comparing the estimated future undiscounted cash flows associated with the asset or the asset's estimated fair value to the asset's carrying amount to determine if a write-down to market value or discounted cash flow is required.

Comprehensive Income

The Company has adopted Statement of Financial Accounting Standards ("SFAS") No. 130, Reporting Comprehensive Income, which requires a company to display an amount representing comprehensive income as part of the Company's basic financial statements.

Comprehensive income includes such items as unrealized gains or losses on certain investment securities and certain foreign currency translation adjustments. The Company's financial statements include none of the additional elements that affect comprehensive income. Accordingly, comprehensive income and net income are identical.

Risks and Uncertainties

The Company's future results of operations involve a number of risks and uncertainties. Factors that could affect future operating results and cause actual results to vary materially from our plan include, but are not limited to, dependence upon the acceptance of fiber-optic technology as the platform of choice, unforeseen difficulties that may be encountered in competing in the highly competitive telecommunications industry and unforeseen technologies or strategies employed by established providers that have historically dominated their markets.

Continued

LITESTREAM TECHNOLOGIES, LLC
(A DEVELOPMENT STAGE ENTERPRISE)
NOTES TO FINANCIAL STATEMENTS, Continued

1. Organization and Summary of Significant Accounting Policies, continued

Recently Issued Pronouncements

In June 2001, the Financial Accounting Standards Board ("FASB") issued Financial Accounting Standard ("SFAS") No. 142, "Goodwill and Other Intangible Assets". SFAS No. 142 eliminates the amortization of goodwill and requires that goodwill be reviewed annually for impairment. SFAS No. 142 also requires that the useful lives of previously recognized intangible assets be reassessed and the remaining amortization periods be adjusted accordingly. SFAS No. 142 is effective for fiscal years beginning after December 15, 2001 and affects all goodwill and other intangible assets recorded on the Company's balance sheet at that date, regardless of when the assets were initially recorded. The implementation of SFAS No. 142 is not expected to have a material impact on the Company's results of operations or financial position.

In June 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations". SFAS No. 143 addresses accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated asset retirement costs. This statement is effective for fiscal years beginning after June 15, 2002. The Company is currently assessing the impact of this new standard.

In July 2001, the FASB issued SFAS No. 144, "Impairment or Disposal of Long-Lived Assets", which is effective for fiscal years beginning after December 15, 2001. The provisions of this statement provide a single accounting model for impairment of long-lived assets. The Company is currently assessing the impact of this new standard.

2. Terms of the Joint Venture Agreement

The Company is organized as a joint venture operating under the Limited Liability Company Agreement of Litestream Technologies, LLC, dated June 20, 2001 (the "Agreement"). Following are certain of the significant terms of the Agreement. Members should consult the actual Agreement for a complete understanding of these terms. The Agreement was modified subsequent to year end, (see notes).

Management of the Company

The Company is managed by a four-member board (the "Board") with two members selected by Heritage and two by TECO. Most important actions by the Board require unanimous approval and such actions are described in the Agreement.

Capital Contributions

Heritage and TECO made initial cash contributions to the Company of \$1,000 cash and will each be responsible for 50% of future capital contributions (the "Capital Commitment Ratio"). However, future capital contributions will only be required or allowed upon unanimous member vote or upon a written capital call by the Board. In performing its management roll, the Board can make written capital calls on the members and such capital calls may require contributions based upon the Capital Commitment Ratio.

Income and Loss Allocations

The allocation of income and losses of the Company is to be 55% to Heritage and 45% to TECO.

Continued

LITESTREAM TECHNOLOGIES, INC.
(A DEVELOPMENT STAGE ENTERPRISE)
NOTES TO FINANCIAL STATEMENTS, Continued

2. Terms of the Joint Venture Agreement, continued

Distributions of Available Cash

On dates forty-five days after the end of each fiscal quarter, or any other distribution date set by the Board, the Company will distribute to the Members 100% of the cash not required for the normal operation of the Company. The Company will also, within 90 days after the end of a fiscal year, make tax distributions to the members equal to 40% of the federal taxable income allocated to the members, unless such tax distributions are reduced or eliminated on a pro-rata basis, to the extent determined by unanimous member vote.

Books and Records

The books and records of the Company are to be maintained in accordance with accounting standards generally accepted in the United States of America and such books and records are to be audited, within 90 days of year-end, by independent accountants selected by the Board.

Dissolution

The Company will remain in operation indefinitely unless dissolved by unanimous vote of the members.

3. Plant and Equipment Under Construction

Following is an analysis of plant and equipment under construction at December 31, 2001:

Internet service network	\$ 45,000
Cable television network	954,146
Telephone communications system	<u>464,740</u>
	<u>\$1,463,886</u>

Due to the fact that all plant and equipment is currently under construction, no depreciation has been recognized during the period from inception, June 20, 2001, to December 31, 2001. Included in plant and equipment under construction are internally allocated labor and overhead costs of \$10,924 by TECO and \$228,252 by Heritage.

4. Capital Contributions

During the period from inception, June 20, 2001, to December 31, 2001, the Company received capital contributions, as follows:

Continued

LITESTREAM TECHNOLOGIES, INC.
(A DEVELOPMENT STAGE ENTERPRISE)
NOTES TO FINANCIAL STATEMENTS, Continued

4. Capital Contributions, continued

	Heritage Technologies, Ltd.	TECO Partners, Inc.	Total
Cash contributions	\$ 2,000	\$ -	\$ 2,000
Contribution of prepaid insurance	27,898	-	27,898
Contribution of cable television licenses	12,510	-	12,510
Contribution of direct costs of constructing plant and equipment:			
Internet service network	45,000	-	45,000
Cable television network	505,566	260,516	766,082
Telephone communication system	126,388	287,240	413,628
Total direct costs	676,954	547,756	1,224,710
Labor and overhead costs contributed and allocated to:			
Cable television network	182,602	5,462	188,064
Telephone communication system	45,650	5,462	51,112
Selling, general and administrative expenses	57,063	10,214	67,277
Total allocated costs	285,315	21,138	306,453
Direct payment of selling, general and administrative expenses	63,570	-	63,570
Capital contribution receivable at December 31, 2001	-	499,353	499,353
Total capital contribution	\$1,068,247	\$1,068,247	\$2,136,494

The direct costs paid by Heritage include charges of \$500 per month (totaling \$7,000) for vehicles owned by Heritage and undefined expenses of \$7,500 per month that the members agreed that Heritage had expended in constructing plant and equipment. The members also agreed that Heritage had incurred \$285,315 of labor and overhead related to the operations of the Company and those costs have been allocated 20% to selling, general and administrative expenses and 80% to plant and equipment under construction.

During 2001, Heritage had made total contributions to the Company of \$1,068,247, including contributions of plant and equipment under construction of \$905,206. This balance includes amounts totaling \$241,362 that remain in the accounts payable of Heritage at December 31, 2001.

5. Subsequent Event

Effective May 22, 2002, Heritage sold its interest in the Company and became a consultant to the Company in a series of transactions as follows:

Continued

LITESTREAM TECHNOLOGIES, INC.
(A DEVELOPMENT STAGE ENTERPRISE)
NOTES TO FINANCIAL STATEMENTS, Continued

5. Subsequent Event, continued

- Heritage sold a 5% profit sharing interest in the Company to TECO in exchange for the forgiveness of \$250,000 of advances payable. This transaction resulted in a 50% profit sharing and 50%-50% capital commitment ratio in the company by TECO and Heritage.
- Heritage sold its 50% profit sharing and capital commitment interest to R&R Partners, Inc., a Florida corporation ("R&R"), in exchange for R&R's assumption of a \$97,363 unanswered capital contribution to the Company and the assumption of and responsibility for \$241,362 of invoices incurred, but unpaid by Heritage.
- Heritage entered into a consulting agreement to provide certain services to the Company for an initial period of six months, which may be extended as determined by Heritage and the Company.

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
LITESTREAM TECHNOLOGIES, LLC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Litestream Technologies, LLC with principal offices at 1500 San Remo Avenue, Suite 225, Coral Gables, Florida 33146. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July 18, 2002

By: David Drykerman
Director of Regulatory
1500 San Remo Ave. #225
Coral Gables, FL 33146

Effective:

CHECK SHEET

All 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.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	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
23	Original

Issued: July 18, 2002

By: David Drykerman
Director of Regulatory
1500 San Remo Ave. #225
Coral Gables, FL 33146

Effective:

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Issued: July 18, 2002
By: David Drykerman
Director of Regulatory
1500 San Remo Ave. #225
Coral Gables, FL 33146

Effective:

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Issued: July 18, 2002
By: David Drykerman
Director of Regulatory
1500 San Remo Ave. #225
Coral Gables, FL 33146

Effective:

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

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TARIFF FORMAT

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

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

2.
2.1
2.1.1
2.1.1.A.
2.1.1.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)(1)

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions:**

Access Line - A dedicated transmission path which connects a customer location to the carrier's terminal location or switching center.

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

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

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each circuit-end or dedicated access line canceled from an order prior to its completion by carrier under the following circumstances: (1) if the local telephone company has confirmed in writing to the carrier that the circuit-end or dedicated access line will be installed; or (2) if the carrier has already submitted facilities orders to an interconnecting telephone company.

Carrier - Litestream Technologies, LLC, unless the context means otherwise.

Custom Account Coding - Allows the customer to create tables of unique project and/or account numbers for their private use.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Expedite - A service order initiated at the request of the customer plus the accompanying installation or charge to related circuits that is processed in a time period shorter than the Company's standard service interval.

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

Other Common Carrier - A person, firm, corporation, or entity regulated by the Commission or the FCC which subscribes to carriers, communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other common carrier" when used in this tariff also means "customer" and includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhances the value of the service through

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substantial incurred costs) and those entities which are underlying carriers.

Physical Change - The modification of an existing circuit, dedicated access line, or port at the request of the customer requiring some physical change or determination.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Speed Number - A signaling arrangement by which a customer may elect to dial a pre-programmed number in place of a designated ten digit number.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

Validated Account Codes - Account Codes that have restricted access.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

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

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

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

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

2.2.3 The Company 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 the law.

2.2.4 Title to all equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provisions does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

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

2.4 Limitation of Liability

2.4.1 The Company shall not be liable to any person, firm or entity in any respect whatsoever including, without limitation, for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind or nature whatsoever, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, including those which may be caused by regulatory or judicial authorities, arising out of or relating to this tariff or the obligations of the Company pursuant to this tariff,

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and not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. The Company makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by the Company are hereby excluded and disclaimed.

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

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

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

B. Claims for patent infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carriers facilities; and

C. All other claims arising out of any act or omission by the customer in connection with any service provided by the Company.

2.4.3 The Company shall not be liable for, and the customer indemnities and holds the Company harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of the Company.

2.5 **Interruption of Service**

A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.4.1 of this tariff. It shall be the obligation of the customer to notify the Company of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the terminal

2.6 **Restoration of Service**

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The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.7 Responsibility of the Customer

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, the customer must provide:

1. The name(s) and addresses of the person(s) responsible for the payment of service charges.
2. The name(s), telephone number(s), and addresses of the customer contact person(s).

C. The customer must pay the Company for the replacement or repair of equipment when the damage results from:

1. The negligence or willful act of the customer or user.
2. Improper use of service.
3. Any use of equipment or service provided by others.

D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.8 Maintenance, Testing and Adjustment

Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.9 Deposits and Advance Payments

A. The Company will not require a cash deposit from a prospective customer.

B. For customers whom the Company feel an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This payment will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the following month.

2.10 Credit Allowance

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Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.

B. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from the Company performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

2.11 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the nonrecoverable cost of such construction shall be borne by the customer.

2.12 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis.

A. Payment of Charges

Payment will be due upon receipt of the statement and shall be considered past due or delinquent after fifteen (15) days past the billing date.

1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one months estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Disconnection may not occur before fifteen

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(15) days from the due date. The Company will give five (5) working days written notice before any disconnection will occur. Restoration of service will be subject to all applicable installation charges.

2.13 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.14 Company Responsibility

2.14.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption that exceeds two hours or major fraction in excess of the initial two hours that the interruption continues.
- C. When an annual minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the annual minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.
- D. Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

2.14.2 Cancellation of Credit

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.14.3 Disconnection of Service by The 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:

- A. Non-payment of any sum due to the Company for service for more than fifteen days beyond the due date of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;

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C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

E. In circumstances where unlimited access to the network may result in substantial loss of revenue to the Company.

F. Service may be discontinued without notice in the event customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

2.14.4 Fractional Charges

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The number of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

2.15 Exclusion Requirements

The Company does not have any exclusion requirements regarding the provision of services to customers.

2.16 Employee Concessions

The Company does not offer any employee concessions at this time.

2.17 Taxes

All taxes are listed are set forth on the billing as separate line items and are not included as part of tariff charges.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Call Timing

- 3.1.1 Call timing is determined using call answer supervision. Chargeable time begins when the Company receives signaling to detect that a 2-way communication has been established between the calling party and the called party. In all cases, chargeable time ends when either party hangs up.
- 3.1.2 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.1.3 There are no charges incurred if a call is not completed.

3.2 Billing of Calls

All charges due by the subscriber are payable at the Company's executive offices. Any objection to billed charges should be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

3.3 Payment of Calls

- 3.3.1 Late Payment Charges Interest charges of 1 1/2% per month may be assessed on all unpaid balances more than thirty days old.
- 3.3.2 Return Check Charges A return check charge of \$30.00 or 5% of the amount of the check, whichever is greater, will be assessed for checks returned for insufficient funds.

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3.4 **Restoration of Service** A reconnection fee of \$50.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

3.5 **Start of Billing** For billing purposes the start of service is the day of activation by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation.

3.6 **Interconnection** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Any special interface equipment of the Company and other participating carriers may be provided by the Company or at the customer's expense. Customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.

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

3.7.1 When terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth within the telecommunications industry and shall not interfere with service furnished to other customers. Any necessary additional protective equipment shall be employed at the customer's expense.

3.7.2 The power of the signal which may be applied by the customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

3.7.3 The customer shall ensure that his terminal facilities are of the proper mode, bandwidth, power, data, speed and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

3.7.4 If the customer fails to maintain and operate his terminal equipment properly, the Company may require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

3.8 **Special Services**

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

Special Service charges will be based on the estimated cost of furnishing such services including cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

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3.9 Description of Services

The Company will provide the following services:

3.9.1 Direct Dial Outbound Long Distance

The Company offers direct dial outbound long distance telecommunications services to residential and business customers. Intrastate service is provided in conjunction with the Company's companion interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Company's services. Unless otherwise stated, no non-recurring charges apply. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges or minimum monthly billing requirements apply. All standard features are available with this service at no charge. Rates are not time of day or mileage sensitive.

3.9.2 Combined Inbound/Outbound Long Distance Services

The Company offers combined 800 (Inbound) and direct dialed outbound long distance telecommunication services to business and residential customers. Intrastate service is provided in conjunction with the Company's companion interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Company's services. Unless otherwise stated, no non-recurring charges apply.

3.9.3 Calling Card Service

The Travel Calling Card Service is offered to residential and business customers for intrastate and interstate calling. Intrastate rates are specified in this tariff. Rates are not time of day or mileage sensitive. Calls are billed in one minute increments after the initial minimum period of one minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies. Account codes are provided to Travel Calling Card Service customers at no additional charge.

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4.5 **Telecommunications Relay Service**

Intrastate toll calls received from the relay services will be discounted fifty percent (50%) off of the otherwise 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 shall be discounted sixty percent (60%) off of the otherwise applicable rate for a voice nonrelay call. The discount applies to the time sensitive element of a charge for the call and does not apply to per call charges such as a credit card surcharge.

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Effective:

Robert D. Rubin
13040 Old Cutler Road Miami, Florida 33156
E-mail: rdrubin@bellsouth.net

Employment History:

June 2001 to Present	Litestream Technologies, LLC, Managing Director and President	Tampa, Florida
	Develop bundled telecommunications provider offering cable television, local and long distance telephone service, high-speed Internet service and alarm monitoring service in new growth areas in Florida. Litestream is a venture with TECO Energy, Inc.	
January 2001 to June 2002	Heritage Technologies, Ltd. Chairman	Houston, Texas
	A bundled telecommunications provider offering cable television, local and long distance telephone service, high-speed Internet service and alarm monitoring service in new growth areas in Florida and Texas. Operated in Florida until June 2002 in venture with TECO Energy, Inc. under Litestream Technologies, LLC	
January 1996 to January 2001	Strategic Technologies, Inc., a subsidiary of Lennar Corporation President	Miami, Florida
	A bundled telecommunications provider offering cable television, high-speed Internet service and alarm monitoring service in primarily Lennar communities in Florida and California.	
August 1989 to January 1996	Peoples Telephone Company, Inc. President	Miami, Florida
	A public telecommunications company operating in 41 states in the U.S. and internationally offering coin operated pay telephones, prison pay telephones, cellular telephones and other telecommunications products and services.	
July 1987 to August 1989	Steel Hector & Davis	Miami, Florida
	Attorney specializing in mergers and acquisitions and other corporate transactions and federal and state securities laws.	
January 1984 to July 1987	Greenberg, Traurig, Askew, et al	Miami, Florida
	Attorney specializing in mergers and acquisitions and other corporate transactions and federal and state securities laws.	

M.J. "Rick" Hager

615 Poinsettia Ave., Ellenton, Florida 34222

Employment History:

(1974 to Present) TECO Energy

June 2001 to Present: General Manager Litestream Technologies

- Directed sales and construction processes to install FTTC infrastructure and provide bundled communication services in two communities in St. John's County.
- Directed sales and engineering efforts for two communities in Pasco County to provide a FTTC infrastructure to provide bundled services.

June 2000 to June 2001: Director Business Expansion and Construction Management, TECO Partners

- Constructed several large gas transmission pipelines totaling more than \$15 million in value.
- Investigated and initiated action to form a joint venture with Heritage Technologies. Formed Litestream Technologies LLC as a partnership between TECO Partners and Heritage Technologies. Litestream is a bundled communications company offering telephone, cable TV, high-speed internet and security monitoring by a single company.

April 1998 to June 2000: Project Manager Southwest Expansion, Peoples Gas Systems. PGS is a wholly owned subsidiary of Tampa Electric Co..

- Led project from concept to completion. Project entailed design, permitting and construction of a high-pressure gas main from Bradenton to south of Naples, Florida. Project budget was \$27 million.

June 1995 to April 1998: Manager Corporate Environmental Services and for TECO Energy, Manager Corporate Environmental Compliance

- Responsible for management of 27 employees and a budget of \$2 million. Department responsibilities included a state certified environmental laboratory, a fuels laboratory, and field sampling capabilities; a team that performs stack testing, and environmental compliance certification.

January 1992-June 1995: Manager, Fuels

- Responsible for fuel procurement (coal, oil and natural gas) including solicitation, contract negotiations, and contract administration. Included in the procurement of natural gas was the transportation component. Responsible for sales, marketing and market development of combustion by-products.

May 1989-January 1992: Manager Corporate Stewardship

- Developed a citizens advisory committee to guide TEC in the management of the Port Manatee property to foster a positive relationship with local environmental groups. During this period the program received two national awards one from the Audubon Society and one from the Society for Ecological Restoration (SERA).
- During this time period I also worked on several special projects as assigned by the Vice President Regulatory and Planning. These included litigation support on a fuel contract; regulatory support on the National Energy Policy Act and FERC Transmission Access rule making; Polk Power Station siting and land acquisition negotiations.

*October 1988- May 1989: **Manager Special Projects***

- Worked in Human Resources, Labor Relations, on the IBEW employees contract negotiating committee. Served as the company representative for IBEW employee grievances, and coached supervisors in handling employee relation situations.

*May 1978-October 1988: **General Manager Traveling Maintenance Crews***

- Began as a Supervisor and was promoted to General Manager after 11 months. Managed a central workforce of 130 people. The group performed major maintenance and construction activities on all TEC generating equipment.

*August 1974 to May 1978: **Senior Maintenance Engineer Big Bend Station***

- Supervised maintenance engineering staff of two engineers and one technician and performed engineering duties in support of maintenance and operations.

**(1973 to 1974) Florida Power Corporation:
Production Staff Engineer, Gas Turbines**

- Provided technical direction and support to operation and maintenance staff at the combustion turbine plants.

**(1971 to 1973) General Electric Company:
Field Service Engineer, Gas Turbines**

- Provided technical direction for construction and problem solving for customers with GE turbines.

(1963 to 1967) United States Air Force

- Secret Security Clearance with a Background Investigation.
- Sergeant – weapons and weapons systems maintenance

Education: Bachelor of Science Mechanical Engineering, University of Florida, 1971
Associate in Arts, Pre-Engineering, Manatee Community College, 1969

Certifications: Florida State Certified General Contractor (since 1987); Certified Interaction Management Systems Instructor

Personal Strengths: Communications, Leadership, Strategic Leadership, Problem solving, Planning and Organization

M.J. “Rick” Hager

Training History:

- Creative Thinking (NMA)
- Introduction to the Internet
- Florida Chamber Environmental Permitting Seminar
- FDEP Environmental Compliance Enforcement

- Lotus 123, Sessions 1&2
- Staff Consulting Skills Workshop
- Intervention, Handling Substance Abuse in the Workplace
- Managing Organizational Change
- Problem Solving, Decision Making, Planning
- Interaction Management System Instructor Training
- Supervisory Assessment Centers, Assessor Certification
- Welding Metallurgy
- Quality Circle Management Orientation
- Univ. of Michigan, Graduate School of Business, Public Utility Executive Program
- Managing Human Performance
- Stress Management
- Targeted Selection, Interviewing skills
- The Nature and Characteristics of the Utility Industry
- Effective Listening Skills
- Maintenance Management (AMA)
- TECO Engineering Economy Course
- General Electric 40 hr. Gas Turbine Maintenance Course
- General Electric Field Engineering Training Course (16 weeks)

DAVID A. DRYKERMAN, Esq.
3051 Orange Street • Coconut Grove, Florida • 33133 • (305) 772-6215
E-mail: dryk13@aol.com

Bar

Admission: Florida (1999)

Education:

University of Miami School of Law, Coral Gables, FL

Juris Doctor received May, 1999

- University of Miami School of Law's London Summer Program 1997

The George Washington University, Washington, DC

Bachelor of Arts, 1996

Major: Criminal Justice

- Dean's List Fall and Spring 1995

Experience:

June 2000-

Present

Strategic Technologies, Inc. – a division of Lennar Corporation, Miami, FL

Business Development Manager/Corporate Counsel

In legal capacity, review all contracts, joint venture agreements and municipal ordinances concerning the franchising and development of large broadband systems throughout Florida, California and Colorado. Meet with city and county cable franchising authority boards to negotiate franchise agreements. Present franchise application and agreement for approval at City/County Commission hearings. Ensure STI's compliance with all local guidelines required for ownership and operation of cable franchise. As Business Development Manager, responsible for marketing STI's broadband and alarm services to other home building companies by drafting sales and business proposals. Assist in developing content and design for corporate website.

February 2000-

June 2000

Stolzenberg, Gelles & Zilber, P.A., Miami, FL

Associate

Researched and drafted pleadings, motions, and discovery involving commercial litigation and employment discrimination. Appeared before Equal Employment Opportunity Commission and attended hearings in circuit and criminal court. Handled transactional matters including probate and real estate issues. Maintained client contact and negotiated with opposing counsel.

August 1999-

January 2000

Tobin & Reyes, P.A., Boca Raton, FL

Associate

Researched and drafted pleadings for commercial and corporate litigation matters. Assisted partner at motion hearings and was responsible for deposing witnesses. Transactional experience included the formation of new business entities.

January-May

1999

Public Defender's Office, Miami, FL

Certified Legal Intern

Assisted attorneys in trial preparation, plea agreements and daily calendar. Interviewed clients. Took depositions. Researched case law.

January 1999

ESPN, Miami, FL

Production Intern

Assisted in production of press conferences for Super Bowl XXXIII.

January-

November 1998

Rosen & Switkes, Miami, FL

Law Clerk

Researched case law in areas of construction law, personal injury cases and government immunity cases. Wrote memoranda. Prepared and filed pleadings.

August 1997-

January 1998

The Honorable William M. Hoeveler, Southern District of Florida, Miami, FL

Law Clerk

Presented Summary Judgment Order to Judge as proposal for use on fraud and money laundering case. Wrote memoranda. Researched case law. Drafted orders.

September 1995-

March 1996

Public Defender Service, Washington, DC

Investigator

Interviewed witnesses and took statements. Photographed crime scenes. Interviewed clients at DC Jail and Lorton Prison. Collected police records. Served subpoenas.

October 1992-

August 1995

Handgun Control Incorporated, Washington, DC

Assistant Network Coordinator

Coordinated "Getting United Now Student -Teacher Outreach Program" (GUNSTOP) throughout the United States at colleges and high schools. Assisted on fund-raising programs. Distributed marketing materials to potential donors. Assisted Director Sara Brady in organizing the 1993 annual meeting.

JOHN H. REINKE
1844 N. Nob Hill Road #299
Plantation, Florida 33322

Home: (954) 721-1977 Digital Page: 1-800-697-2696 Email: johnhenyreinke@aol.com

954 224-1036

PROFILE

Over 30 years of Telecommunications experience in Operational and Engineering Management of ICP (Integrated Communications Provider), ILEC (Integrated Local Exchange Carrier), CLEC (Certified Local Exchange Carrier) and Cable Company. Extensive experience of Large Team Management & Engineering of Network Operations Centers/Call Centers, over Outside Plant of Copper, Fiber, HFC (Hybrid Fiber Coax) and Coax.

Broadband Transmission	Interconnection	OSS/BSS
Budgeting & Forecasting	IPOs & Joint Ventures	Project Management
Business Development	Marketing & Sales	Provisioning & Test Equip.
Cabs Billing	Negotiation of VC Capital	Network Ops / FCC Guidelines
Electronic Switching, Sonet	Network Planning & Design	Technical Sales Support

PROFESSIONAL EXPERIENCE

UTILICOM NETWORKS, Franklin, MA 2000 - Present
An Integrated Communications Provider which delivers "life-line" Voice, Video and Internet Service Via Fiber and HFC (Hybrid Fiber Coax) to both business and Residential Customers. .

Director of Telecommunications Engineering

Responsible for all initial and ongoing Operational and Engineering Configurations for Voice Switching, Sonet and all Power solutions for a Central office which included a Digital Circuit Switch, full-blown Video Head End, and Internet Service Provider.

- Vendor Selection of all Voice Sw, Sonet, Collocation, Transmission & Power Equip. for the CO and Field. (Worked with Siemens, Lucent, Nortel, Fujitsu, ADC & Antec)
- Created Operating, Field Admin & Capital Budgets & assisted in Vendor Debt Finance.
- Set-up performance measures for switch and transmission systems for a NOC (Network Operations Center); also helped with OSS (Operational Support Systems) and Cabs Billing.
- Created Operating Mgmt. goals & objectives, also established Emergency Review Practices.
- Implemented SBC (South Western Bell - Ameritech's) Interconnection Agreement, and set-up a Cageless Collocation in two mid-western cities.

CHARTER COMMUNICATIONS/GREATER MEDIA CABLE, Worcester, MA

1999 - 2000

Director of Operations - Digital Telecommunications Services

Assisted as part of a four-man team consisting of Regulatory, Engineering, Operations and Marketing in an effort to create a CLEC out of an existing Cable TV Company from the ground floor up. To deliver "Bundled Services Package" of Cable TV, High Speed Internet, Telephony and Video Conferencing over an existing Cable Network for Residential Customers.

The following efforts were accomplished prior to takeover by Charter Communications:

- An Interconnection Agreement with Bell Atlantic through the D.T.E. of Mass.
- A Business Plan of Convergence Technologies by using Circuit Switch over leveraged HFC Plant, including the implementation and integration of IP Telephony Prototypes of the future.
- Created an RFI (request for information) to assist with vendor selection.
- Vendor Selection - Circuit Switch, Outside Plant, OSS and Billing, capable of integrating both Circuit and IP solutions. (Siemens, Lucent, Nortel, ADC & Daleen)
- Dissecting the OSS and Billing Applications, how they integrate and interface with each other and the RBOCS in a working and understandable manner.

SUPRA TELECOM, Miami, FL

1997 - 1999

Vice President Engineering

Reported to the CEO on the following:

- Switch design and implementation, combining of voice and data in same backbone with ATM.
- Evaluation and negotiation of vendor selection of Switch, Transmission, OSS and Billing. (Siemens, Lucent, Nortel, Daleen & Saville)
- Site selection and evaluation.
- Setting-up of Network Ops Center (NOC) and tying it in with Maintenance/Call Center.
- Telecom switch design and implementation, setting-up a network for Physical Collo in BELLSOUTH CO's set up for RESALE over Unbundled Loops.
- Liaison to outside local RBOC's, Long Distance carriers and other CLEC's.
- Setting-up Wireless Point to Point or Point to Multi-Point Broadb & Network for emerg.& hard to provision areas.
- Planned design and implemented all network architectures, including E911, Signaling System #7 (SS7). Advanced Intelligence Network (AIN) as it relates to a CLEC environment, Digital Sub - Loop (DSL) technology.
- Set up Caged Collocation with local Bell operating companies, BELLSOUTH, Bell Atlantic, GTE, Sprint, Frontier Corp (Rochester Bell) Ameritec, Southwestern Bell and US West; also appeared in front of both PUC's and PSC's on Telecommunications criteria.
- Interconnection Agreements - helping legal and CEO negotiate Interconnection Agreements with BELLSOUTH, Bell Atlantic, Ameritec, SW Bell, US West and smaller companies like Sprint and Frontier Corp. (old Rochester Telephone), towards the true Meaning of the 1996 Telecom Act.

BELLSOUTH, Sunrise, FL

1971 - 1997

Network Engineer - Network Department

Assisted a team of Engineers which helped Operate & Monitor 55 central offices of BELLSOUTH's Network Operations Center in Dade, Broward and Palm Beach Counties of S. Florida. This also included the maintenance and engineering of outside plant facilities. These Central offices consisted of Lucent 5E, Nortel DMS & Siemens EWSD Digital Switches. The outside Plant Facilities included Digital Loop Carrier Equipment of Lucent, SLC96-SLC2000 Nortel RT's, Siemens RT's and Fu Jitzu SLC.

Additional Departments and Positions:

- Marketing / Engineering & Construction Departments.
- Communications Consult./ Electronic Tech. / Ca Repair / Ca Splicer / Frameman.

EDUCATION / LANGUAGES

- MS Electrical Engineering, Columbia State University LA
- BS Electrical Engineering, Columbia State University LA
- AS Marketing Management, Broward Community College, Ft. Lauderdale, FL
- Proficient in German

MILITARY SERVICE

United States Army Security Agency. SERGEANT E-5

1966 - 1970

- Military occupation Radio/Teletype Operator. Served with the 4th Infantry in Vietnam, August 1967 to August 1968. Also served in Germany from September 1969 to September 1970.
- Attained Top Secret Crypto Clearance.
- Honorable Discharge.

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- Liaison to outside local RBOC's, Long Distance carriers and other CLEC's.
- Setting-up Wireless Point to Point or Point to Multi-Point Broadb & Network for emerg. & hard to provision areas.
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- Attained Top Secret Crypto Clearance.
- Honorable Discharge.

MICHAEL E. TULL
19420 VIA DEL MAR, APT 202
TAMPA, FLORIDA 33647
HOME: (813) 907-0156

EMPLOYMENT:

July 2001 - Present LITESTREAM TECHNOLOGIES, Tampa, Florida
HERITAGE TECHNOLOGIES, Houston, Texas
Manager Technical Services

March 1999 - June 2001 EN-TOUCH SYSTEMS, INC, Houston, Texas
Supervisor Southside Operations

Liaison with Developer, Home Builders, and Contractors in Summerwood
Schedule service drops for new homes
Maintain Headend, Mesa cabinets, Cross-connect cabinets, CATV nodes
Balance Plant and Headend
Splicing of phone, CATV (625 and 750) Plant, and copper
Monthly check and repair of cable leakage
Installation and technical service of CATV, cable modems, and phone
Responsible for locates
Help install HITS in Sienna
On-Call for five Master Planned Communities

July 1995 - February 1999 SEMBERA SECURITY SYSTEMS, INC., Houston, Texas
Certified Alarm Technician

Pre-wire, trim and program: security, fire, phones, CATV, surround sound,
cameras, and intercom systems
Installations in pre-existing homes and businesses of alarm systems, satellite
TV, CCTV, stereo systems, and phone systems
Service Calls
Responsible for the security installation in Summerwood
Help with scheduling of pre-wires and trims in Summerwood

November 1994 - July 1995 LAREDO CLEANERS, Houston, Texas
Manager/Owner

Helped install plant
Managed dry cleaning plant
Hired and trained employees
Daily accounting transactions
Customer Relations
Maintenance of all equipment
Cleaned and pressed dry cleaning

November 1990 - October 1994 RAPHA TREATMENT CENTERS, Houston, Texas

November 1990 -
October 1992 **Personal Assistant to the President**

Personal security for the president and family
Installed and maintained camera systems
Maintained Ademco Alarm System
Liaison with Sembera Security

October 1992 -
October 1994 **Administrative Services Coordinator**

Transportation for patients and executives

Courier service
Shipping and receiving
Managed telephone system
Liaison with building management

September 1986 - November 1990 COMET CLEANERS OF HOUSTON, INC., Houston, Texas
Assistant General Manager

Managed laundry and dry cleaning plant
Supervised two other plants plus one sub-station
Maintenance of all equipment
Cleaned and pressed laundry and dry cleaning
Deposit for all plants

April 1986 - September 1986 COMET CLEANERS, Houston, Texas
General Manager

Managed dry cleaning plant
Maintenance of all equipment
Cleaned and pressed dry cleaning
Deposits for plant

May 1985 - April 1986 COLONIAL CLEANERS, Pearland, Texas
General Manager

Installed plant - laundry and dry cleaners
Maintenance
Cleaning and pressing

December 1981 - May 1985 COMET CLEANERS OF HOUSTON, INC., Houston, Texas

December 1981 -
May 1982 **Part-time employee**

May 1982 -
May 1985 **Assistant General Manager**

Managed laundry and dry cleaning plant
Supervised two other plants and one sub-station
Maintenance of all equipment
Cleaned and pressed laundry and dry cleaning
Pressing on all presses

Attended two classes in spotting
Assisted in spotting class
Taught spotting class to Mangers and Owner

LICENSES: Residential Fire Alarm Superintendent License, Texas License Number RAS-0948

EDUCATION: Telecommunications Training, Texas A & M University 1999

HITS Training, Houston, Texas 1999

The National Training School, Certified Alarm Technician Certificate, 1997

Alief Hastings High School, Houston, Texas 1978 - 1982
Graduated May 1982