PLANTIN PUBLIC SERVICE CHICAGO

DIVISION OF COMMUNICATIONS

for

970264-11

ANTHORITY TO PROVING INTERPREDICTIONS TOLOGODISCATIONS SERVICE

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:

Ploride Public Service Commission Division of Communications Bureau of Service Svaluation 2540 Shumard Oak Boulevard Gunter Building Pallabasson, Piorida 32399-0050 (904) 413-6600

E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

> Ploride Public Service Commission Division of Administration 2540 Shumard Cok Blvd. Queter Building Tallahosee, Floride 32399-0050 (904) 413-6351

PORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).



- Select what type of business your company will be conducting (check all that apply):
 - () Facilities based carrier company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - () Geneter Service Provider company provides or plans to provide alternative operator services for INCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - () Secollar company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - () Switchiese rebiller company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - () Multi-Lecation Discount Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
 - (X) Prepaid Nebit Card Previder any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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This is an application for:	
(X) Original Authority (new	company)
company)	
(to a noncertificated c	company)
() Approval for transfer of certificated company.	of central (To another
Name of corporation, partnership or sole proprietorship:	o, cooperative, joint ventu
Moving Media, Inc.	
Name under which the applicant name, etc.):	will do business (fictitio
Moving Media, Inc.	
Mational address (including stre box, city, state and zip code).	et name & number, post offi
8298 WW 64th Street	
Telephone: (305) 718-8660	
box, city, state and zip code).	et name & number, post offi
Moving Media, Inc. 8298 NW 64th Street	
Missi, Pt. 33166	
Structure of organization:	
() Individual	(X) Corporation () Foreign Partnership
() General Partnership () Other,	() Limited Partnership
PBC/CNU 31 (11/95)	
ired by Commission Rule Sos. 25 80(2).	1-29.9/1, 25-29.9/3, and 2
	(X) Original Authority (new () Approval of transfer (to company) () Approval of assignment (to a noncertificated of (to a noncertificated of (to a noncertificated of certificated company. Hame of corporation, partnership or sole proprietorship: Hoving Hedia. Inc. Hame under which the applicant name, etc.): Moving Hedia. Inc. Mational address (including streets, city, state and zip code). Moving Hedia. Inc. 2294 BW 64th Street Mismi. FL 32166 Talsphone: (305) 718-8660 Pacsimile: (305) 718-8680 Pacsimile: (305) 718-8680 Florida address (including streets), city, state and zip code). Moving Hedia. Inc. 2298 BW 64th Street Mismi. FL 32166 Structure of organization: () Individual () Foreign Corporation () General Partnership () Other, PSC/CMU 31 (11/95) ired by Commission Rule Mos. 25

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

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) 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 the company, give reason why not.
- 9. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P96000014305

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

C T Corporation System 1200 S. Pine Island Road Plantation, Florida 33324

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

Fictitious name registration number: Not Applicable

FORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No officer, director or stockholder of the Company has been ediudged bankrupt, mentally incompetent, or found quilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

(2) 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 the company, give reason why not.

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

Carey Rossel
Consultant to Moving Media, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

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

Delroy Cowan, President Hoving Hedia, Inc. \$298 NV 64th Street Highi, FL 33166 Telephone: (305) 718-8660 Facsimile: (305) 718-8518

FORM PSC/CNU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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(c) Tariff:

Carey Rossel
Consultant to Moving Media, Inc.
Technologies Management, Inc.
P.O. Drewer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

(d) Complaints/Inquiries from customers:

Delroy Cowan, President Moving Media, Inc. 8298 SW 64th Street Micei, FL 33166 Telephone: (305) 718-8660 Facsimile: (305) 718-8518

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Mone

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

Hone.

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

Hone

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

Mone

PORM PSC/CNU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity, and the circumstances involved. Mone 12. What services will the applicant offer to other certified telephone companies: Operators () Facilities () Billing and Collection Sales () Maintenance (X) Other: Mone anticipated at this time 13. Do you have a marketing program? Yes 14. Will your marketing program: (X) Pay commissions? () Offer sales franchises? () Offer multi-level sales incentives? () Offer other sales incentives? 15. Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.). Moving Media will have a customer referral program. The full details of this plan have not been finalized. 16. Who will receive the bills for your service (check all that apply)? () Business customers () Residential customers () PATS station end-users () PATS providers () Hotel & motel quests () Notels & motels () Univ. doraitory residents () Universities (X) Other: (specify)
Noving Nedia, Inc. will only be offering prepaid debit card
services in Florida. As such, no bills will be issued since the services are paid for in advance. FORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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17. 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?

Not Applicable.

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

Not Applicable.

- 18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.
 - A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attechment III.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

 Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

PORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

- 2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
- 3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attechment IV.

C. Technical capability.

As a reseller, applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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 II.

FORM PSC/CNU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

30 .	The applicant will provide the following interexchange carrier services (Check all that apply):
	MSS with distance consitive per minute rates
	- Method of access is PGA Hethod of access is PGB
	Method of access is FGD
	Nethod of access is 800
	MTS with route specific rates per minute Method of access is FGA
	- Method of access is PGB Hethod of access is PGD
	Method of access is 800
	MES with statewide flat rates per minute (i.e. not distance sensitive)
	Method of access is FGA
	Hethod of access is FGB Hethod of access is FGD
	Nethod of access is 800
	MES for pay telephone service providers.
	Black of time calling plan (Beach Out Florida, Ring America, etc.)
	000 Service (Tell free)
	Mars 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. 1.564 mage, 96-3, etc.)
	X Travel service
	Method of access is 950 K Method of access is 800
	900 secretor

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

	Christian Beraton
	Available to presubscribed customers
	Available to non presubscribed customers (for
	example, 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
21.	What does the end user dial for each of the interexchange carrier services that were checked in services included (above).
	The end user must first dial an 800 number to get into the
	debit card platform. Once the user is connected to the
	platform, the user must dial an authorization number and then

the ten digit number of the called party.

22. Other:

FORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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** APPLICANT ACMINIMATIONS STATISHEDS **

- magurager assessment PEE: 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. cases sucrepts the: 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 FRE: A non-refundable application fee of \$250.00 must be submitted with the application.
- s. macking 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 service.
- 7. Accuracy of APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Purther, I am aware that pursuant to Chapter 837.06, Plorida Statutes, "Wheever knowingly makes a false statement in writing with the intent to mislood a public servant in the performance of his official duty shall be guilty of a misdemenor of the second degree, punishable as provided in s. 775.002 and s. 775.003".

UPILITY OFFICIAL:	Signature	2/24/97
	V Signature	Date
	Delroy Cowen	
	President	(305) 718-8660

PORM PSC/CHU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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APPENDICES:

A - CERTIFICATE TRANSFER STATEMENT

B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS C - INTRASTATE NETWORK D - PLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

1 - AUTHORITY TO OPERATE IN FLORIDA

II - PROPOSED TARIFF

III - PINANCIAL STATEMENTS

IV - MAMAGERIAL AND TECHNICAL CAPABILITIES

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

CERTIFICATE OF TRANSFER STATEMENT

(21519)	, of (MME OF COMPANY)
	, and current
holder of certificate number	, have
reviewed this application and	join in the petitioner's
request for a transfer of the ab	ove-mention certificate.
Bot Applical	a.
	110.
Sot Applical The Applical Signat	

PORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

.. APPRIDIT & ..

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 our month. (Band must accompany application.)

URILITY OFFICIAL:

Signature W

22497 Date

Delroy Cowen

President (305) 718-8660

** APPRINTE C **

INTRASTATE METWORK

1.	POP: Addresses when	e located, and indicate if our	ed or leased.
	1) None.	2)	
	3)	•)	
2.	indicate if mand	where located, by type of or leased.	multeh and
	1) None	2)	
	3)	•)	
3.	TRANSMISSION FACIL facilities (microsindicate if suped o	ITIES: POP-to-POP facilities avo, fiber copper, satellite or leased.	by type of
	POP-to-POP	TYPE OMMERSKI	2
	1) None		
	2)		
	3)		
•.	where you are propo	t: Please provide the list sing to provide originating at ter the effective date of the	ervice within
	Statevide.		
Req	PSC/CMU 31 (11/95) wired by Commission 600(2).	Rule Nos. 25-24.471, 25-24.	173, and 25-

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

Not applicable.

- 6. Cumpur Fightha IMPRAGENTS SERVICES: Applicant has () or has not (E) proviously provided intrastate telecommunications in Floride. If the answer is hea, fully describe the following:
 - (a) What services here been provided and when did those service begin?

Not applicable.

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

Not applicable.

WEILITE OFFICIALS	Signature	2/24/97 Date
	Delroy Cowen	
	President	(305) 718-8660

.. APPENDIE D ..

FLORIDA TELEPHONE EXCHANGES

AMD

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.

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).

** FLORIDA EAS FOR MAJOR EXCHANGES **

Extended Service	with These Exchanges
PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAMASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
ocala:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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TAMPA:

Central Mone

East Plant City North Zephyrhills South Palmetto Clearwater West

CLEARWATER:

St. Petersburg, Tampa-West and

Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City, Polk City and Winter Haven.

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.

PT. MYERS:

Cape Coral, Ft. Wyers Beach, North Cape Coral, North Pt. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva

Islands.

MAPLES:

Marco Island and North Naples.

FORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2). 19

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs, Deerfield Beach and Ft.

Lauderdale.

PT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

MOLLYWOOD:

Ft. Lauderdale and North Dade.

MORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and

Perrine.

Moving Media, Inc. intends to offer service throughout the State of Florida.

ASTACHMENT I

AMENDRITY TO OPERATE IN PLOBING

A copy of Moving Media's Authority to Operate in Florida will be forwarded upon receipt.

ATTACHMENT II

PROPOSED TABLET

TITLE PAGE

PLORIDA TELECOMMUNICATIONS TARIFF

OF

MOVING MEDIA, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Moving Media, Inc. ("Moving Media") with principal offices located at 8298 MW 64th Street, Miami, FL 33166. 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: Pebruary 28, 1997

EFFECTIVE

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 HW 64th Street Miami, Florida 33166

CHECK SHEET

Pages of this tariff are effective as of the date shown. Original and revised pages as named below comprise all changes from the original tariff.

*****	BEVISION
1	Original .
2	Original .
3	Original *
4	Original .
5 6	Original *
6	Original .
7	Original .
	Original .
9	Original .
10	Original .
11	Original .
12	Original .
13	Original *
14	Original .
15	Original *
16	Original .
17	Original .
18	Original .
19	Original .
20	Original .
21	Original .
22	Original .
23	Original •
24	
25	Original •
26	Original .
27	
28	Original .

. - Indicates new or revised sheet with this filing

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Nedia, Inc. 8298 NW 64th Street Niami, Florida 33166

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ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

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ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 NW 64th Street Miami, Florida 33166

STATISTA

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

- (8) Delete or Discontinue
- (1) Change Resulting in an Increase to a Customer's Bill
- (M) Hoved from another Tariff Location
- (B) Nov
- (R) Change Resulting in a Reduction to a Customer's Bill
- (2) Change in Text or Regulation but no Change in Rate or Charge.

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

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Hoving Nedia, Inc. 8298 HW 64th Street Niami, Florida 33166

TABLET POSICAT

- A. Shoot Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Shoot Newisian Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Secause of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for 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:

```
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).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
```

8. Check Sheets - When a tariff filing is made with the FPSC, 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 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 the check sheet if these are the only changes made to it (i.e., the formet, 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 sheet is the most current on file with the FPSC.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 BW 64th Street Niami, Florida 33166

SECTION 1.0 - TRUMICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

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

Central Office C.O. Corp. Corporation Federal Communications Commission Florida Public Service Commission PCC • PPSC Interexchange Carrier IXC . Local Access and Transport Area LATA Local Exchange Carrier LEC Message Telecommunications Service • HTS Private Branch Exchange PEK

ISSUED: Pebruary 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 NW 64th Street Miami, Florida 33166

SECTION 1.0 - TECHNICAL TERMS AND ABOREVIATIONS, (CONT'D.)

1.2 Pofinitions

Access Line - Local service lines provided by a Local Exchange Carrier to provide access to the public switched network. Moving Media's service can be utilized from any LEC access line allowing 1-800 dialing, however, Moving Media does not provide its Customers Access Line service.

Account Code - A number assigned to each Customer Account which serves as the only means of Customer identification and for proper Depletion of Customer Account Balances.

Authorised Weer - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service under the terms and regulations of this tariff.

Available Account Balance - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is Depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

Call Wait - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Commission - The Florida Public Service Commission.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

SECTION 1.0 - TECHNICAL TERMS AND ABOREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Customer Account - An Moving Media account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are Depleted on a real time basis during each call placed on each account.

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

Sollar-Based Assesses - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars, exclusive of taxes. The amount of Depletion per minute is the tariffed rate contained herein, plus applicable federal, state and local taxes.

PPSC - Refers to the Florida Public Service Commission.

Initial Account Balance - The Available Balance of a Customer Account upon issuance of an Account Code and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

LEC - Local Exchange Company

Momental - A method of replenishing the Available Balance with additional quantities as authorized and paid for by the Customer. Renewal of Available Balances may be limited by the amount or the class of service.

Unit-Based Assesses - Service where the Initial Balance and Available Balance is expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of Moving Media, Inc.

Moving Media is a resale common carrier providing intrastate telecommunications services to Customers within the State of Florida.

Moving Media's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Moving Nedia provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Moving Media 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 Moving Nedia services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Applicability of Tariff

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

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 NW 64th Street Miami, Plorida 33166

18CT101 3.0 - 18LES AND TATE OF M. (COME'D.)

1.3 Payment and Credit Regulations

3.3.1 Payment Arrangements

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

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

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

Payments for service provided in association Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account.

ISSUED: February 28, 1997

EFFECTIVE:

SECTION 2.0 - MILES AND ROOMLATIONS, (CONT'S.)

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.2 Deposits

The Company does not require a deposit from the Customer or Subscriber.

2.3.3 Advance Payments

For Customers whom the Company determines 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 will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.3.4 Tanco

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices. For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Noving Media, Inc. 8298 HW 64th Street Miami, Florida 33166

SECTION 2.0 - BULBS AND RECULATIONS, (CONT'D.)

2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer-provided, Customer. Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = A/30 x B

A - outage time in days

B - total monthly charge for affected service.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Noving Media, Inc. 8298 NW 64th Street Niami, Florida 33166

SECTION 2.0 - MILES AND REGULATIONS, (CONT'S.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.2 Inspection, Testing and Adjustment

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

2.4.3 Liability

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (8) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

19SUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

SECTION 2.0 - RULES AND RECULATIONS, (COUP'D.)

- 2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)
 - 2.4.3 Liability (cont'd.)
 - The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair interference with competition, misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity erising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
 - (b) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED: February 28, 1997

BITTECTIVES

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

SECTION 2.0 - MULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuence by Company

Moving Media, Inc., may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused without notice for the following conditions:

- 2.7.1 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 2.7.2 When the Available Account Balance of a nonrenewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- 2.7.3 When the established expiration date of the Customer Account is reached.
- 2.7.4 In the event of Customer use in such a manner as to adversely affect the Company's equipment, the Company's service to others, or the Company's financial position.
- 2.7.5 In the event of tampering with the equipment furnished and owned by the Company.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

SECTION 2.0 - MULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuence by Company, (Cont'd.)

- 2.7.6 In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 HW 64th Street Miami, Florida 33166

SECTION 2.0 - BULES AND REGULATIONS, (CONT'D.)

2.8 Limitations of Service

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

ISSUED: February 28, 1997

STATE OF THE

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Plorida 33166

SECTION 2.0 - MILES AND REGULATIONS, (CONT'D.)

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Moving Media's Florida intrastate service must have a Certificate of Public Convenience and Mecassity as an interexchange carrier from the Florida Public Service Commission.

ISSUED: February 28, 1997

EFFECTIVE:

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Delroy Cowan, President Moving Media, Inc. 8298 BW 64th Street Miami, Florida 33166

AMCTICAL 2.0 - BALDS AND MODULATIONS, (COST'D.)

2.10 Employee Concessions

[Reserved for Future Use]

2.11 Torninal Squipment

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBKs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

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

ISSUED: February 28, 1997

EMPECTIVES

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 BW 64th Street Miami, Florida 33166

SECTION 2.0 - MULES AND RECULATIONS, (COMP'S.)

2.13 Coot of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery of costs of Company-provided equipment and any expenses required for repair or replacement of demaged equipment.

2.14 Toots, Pilots, Presetional Compaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.15 Other Bules

- 2.15.1 Moving Media reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.15.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FDSC.
- 2.15.3 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account Codes issued for use with the Company's services.

IBSUED: February 28, 1997

EFFECTIVE:

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Delroy Cowan, President Moving Media, Inc. 8298 HW 64th Street Miami, Florida 33166

SECTION 3.0 - BESCRIPTION OF SERVICE

3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

ISSUED: February 28, 1997

EFFECTIVE:

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Delroy Cowan, President Moving Media, Inc. 8298 HW 64th Street Miami, Florida 33166

SECTION 1.0 - RESCRIPTION OF SERVICE, (CONT'S.)

3.2 Calculation of Distance

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA PCC Tariff No. 4.

- Step 1 Obtain the "V" and "N" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

IBSUED: February 28, 1997

EPPECTIVE:

ISSUED BY:

Delroy Cowan, President Noving Media, Inc. 8298 NW 64th Street Miami, Florida 33166

H

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance, (Cost'd.)

EXAMPLE: Distance between Missi and New York City -

ATOMORRANISMO

Miami: 0,351 529 New York: 4,997 1,405

Difference: 3,354 -877

Square and add: 11,249,316 + 769,129 = 12,018,445

Divide by 10: 12,018,445 / 10 = 1,201,844.5

Round up: 1,201,845

Take square root: \/ 1,201,845 = 1,096.3

Round up: 1,097 miles

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Niami, Florida 33166

SECTION 3.0 - NESCRIPTION OF SERVICE, (CONT'S.)

3.3 Timing of Calls

- 3.3.1 Long distance usage charges are based on the actual usage of Moving Media's network.
- 3.3.2 Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.
- 3.3.3 Chargeable time ends when the called or calling party hangs up, whichever occurs first.

ISSUED: February 28, 1997

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Delroy Cowan, President Moving Media, Inc. 8298 BW 64th Street Miami, Florida 33166

MECTION 3.0 - MEMCRIPTION OF SHRVICE, (COST'D.)

3.4 Rate Periods

Unless otherwise clearly indicated in this tariff, Moving Media's offerings are not time-of-day sensitive.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 HW 64th Street Niami, Florida 33166

SECTION 3.0 - BESCRIPTION OF SERVICE, (CONT'S.)

3.5 Propoid Card Service - Standard Issue

Prepaid Card Service - Standard Issue permits Customers to purchase a prepaid card to which call charges are consumed on a real-time basis. Customers access the service by dialing a company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers are notified of their remaining balance each time a call is placed. Customers are also notified during a call when the balance is about to be depleted. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

1.5.1 Propaid Card Service - Standard Issue

Calls are measured and consumed on a per unit basis.

Per Unit:	Per Minute Rate	Per Call Surcharge
	\$0.45	\$0.00

3.5.2 Timing of Calls

All calls are billed in one (1) minute increments. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has one (1) minute of usage remaining.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 HW 64th Street Miami, Florida 33166

SECTION 4.0 - MISCELLAMBONS CHARGES

4.1 Noturn Check Charge

A return check charge of \$15.00 or 5t of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY:

Delroy Cowan, President Moving Media, Inc. 8298 MW 64th Street Miami, Florida 33166

ATTACHMENT III

PIRAUCIAL BRATSHENTS

MOVING MEDIA, INC. 686 HW 66TH STREET MAME, PL 3346

BALANCE SEEET as at December 31, 1996

	•	8	•
Count Assets Pury Cod Buck Assets	150.00 2.981.31		
TOTAL CURRENT ASSETS		3,131.31	
Final Acade Position & Plateria Position & Plateria Position & Plateria Accommissed Deposition Ideals Valida Mater Valida Accommissed Deposition Springeria Springeri	5,581.21 (465.10) 58,332.57 (12,152.60) 53,000.00 _(11,041.70)		
TOTAL PIXED ASSETS		93,254.38	
TOTAL ASSETS			96,385.69
LIAMILTING & CAPITAL			
Corner Lichtliche Accounts Popular Account Reposits	39,876.21 0.00		
TOTAL LIABILITIES		39,876.21	
Canital Delety Course Prior Years Fredhy(Loss) Current Year Fredhy(Loss)	40,000.00 0.00 16,507.48		
TOTAL CAPITAL		56,509.48	
. TOTAL LIABELTIES AND CAPITAL			96,385.09
		4	

I certify that the above is true and correct.

DECROY COMAN 2/26/97.

PRESIDENT - MOVING MEDIA

MOVING MEDIA, INC. ELES NW LITTE STERRET MEANE, PL 33166 PROPER: (300 716-866 FAX: (305) 718-8518

PROSTE AND LOSS ACCOUNT for your ended December 31, 1996

REVENUE

TOTAL REVENUE

92,005.95

-V	
Blocking Control of the Control of t	706.01
County Reports	1,899.25
	1,557.09
Taken	4,752.48
	15,187.14
	9,533.55
	18,150.00
nice:	1,201.36
	592.10
	300.00
	51.00
Valde Barrer	720.29
130	179.00
Depositation: Vehicles	12,152.60
Description: Pumbers & Pleases	465.10
	11.041.70
Depreciation: Resipenses	

TOTAL EXPENSES

PROFITIGLOSS

75,496.47

16,509.4X

I certify that the above is true

DECROY COURN Provident - moving MEDIA.

2/26/97.

mericy madic, Inc.

In support of the applicant's communications services, Noving Media, Inc. submits proposed telecommunications services, Noving Media, Inc. submits the following information in addition to the foregoing financial

the applicant will be required to provide the proposed services in operations. No investment in new network facilities on the part of calling card reseller. Consequently, the capital requirements and Moving Media, Inc. proposes to operate in Florida as a prepaid transmission costs will be incurred on an incremental basis as Florida. earn a profit after that time. break-even in Florida during the first few months of service incremental nature of its expenses, Moving Media expects service is provided. As a result of its minimal investment and the expenses are minimal for Moving Media to begin its Florida moss from the underlying carriers related and 8

financial obligations. assets, if needed, to ensure that the Company is able to meet its principal of Moving Media, Inc. has pledged his personal

telecommunications resale endeavor in Florida. financial resources are fully sufficient to support a profitable 9 the foregoing financial information, the Applicant's ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

Moving Media, Inc.

MAMAGERIAL AND ENCIRCICAL CAPABILITIES

Moving Media, Inc. has worked extensively with the consulting firm of McCulloch & McCulloch to prepare for entry into the prepaid calling card market in Florida. Moving Media intends to retain the services of McCulloch & McCulloch as its Florida operations expand beyond the start-up phase. Similarly, the applicant will rely upon the technical expertise of its underlying carrier(s) for operation and maintenance of the network.

Although the Company relies upon the expertise of its consultants and underlying carrier(s), Moving Media's own management team is strengthened by individuals with experience in successful business management.



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210 N. Park Are. P.O. Drawer 200 Winter Park, FL

32790-0200

Florida Public Service Commission
Division of Records and Reporting[]471 " eda" FB 28 97
2540 Shumard Oaks Boulevard
Gerald L. Gunter Bldg. Room 270
Tallahassee, FL 32399-0850
(904) 488-4733

Tel: 407-740-8575 Fax: 407-740-0613 RE: Initial Interexchange Carrier Application of Moving Media, Inc.

Enclosed for filing are the original and twelve copies of the above referenced application of Moving Media, Inc. for Authority to Provide Interexchange Telecommunications Service in Florida.

Also enclosed is our check in the amount of \$250 for the filing fee. Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Carey Rossel Consultant to Moving Media, Inc.

cc: Delroy Cowen to file: 1001 - FL

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

injusts of person who toreunded check:



911214 71

Pobruary 27, 1997 Overnight

O Depart 200 boar Park, FL

0.000

Ploride Public Service Commission
Division of Records and Reporting[]471 4448" (8249)
2540 Shumard Caks Boulevard
Gerald L. Gunter Bldg. Ross 270
Tallahassee, FL 32399-0850
(904) 488-4733

W7-7404575

ME: Initial Intereschange Carrier Application of Moving Media, Inc.

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Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the celf-addressed, stamped envelops enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Carey Socoal

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* The Buildred Pipty Bollans

BUTE

AMOUNT

02/27/97

*******\$250.00

TO THE CROSS PLORIDA PUBLIC SERVICE COM. RECORDS & REPORTING 2540 SHURARD CAR BLAD. TALLAMASSEE PL 32399-0050 acylecrosses desposesses ex