

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

One Financial Center
Boston, Massachusetts 02111
Telephone: 617/542-6000
Fax: 617/542-2241

Telephone: 202/434-7300
Fax: 202/434-7400
Telex: 753689

Russell C. Merbeth

Direct Dial Number
202/434-7387

March 15, 1996

VIA FEDERAL EXPRESS

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, FL 32399-0850

960347-TI

Re: Application of Brittan Communications International, Inc.

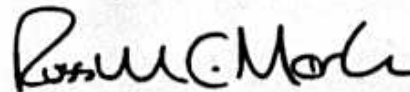
Dear Ms. Bayo:

Enclosed please find an original and 13 copies of Brittan Communications International, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service within the State of Florida. Also enclosed please find a check in the amount of \$250.00 to satisfy the filing fee.

Please date-stamp the enclosed extra copy of the application and return it to the undersigned in the self-addressed, stamped envelope provided herein.

Should you have any questions, please contact the undersigned directly.

Sincerely,

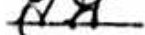


Russell C. Merbeth

Counsel for Brittan Communications
International, Inc.

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:



cc: Jim Edwards
F1/50225.1

DOCUMENT NUMBER-DATE

03194 MAR 18 86

FPSC-RECORDS/REPORTING

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

#3464
\$250.00
3/18/96
LAF

One Financial Center
Boston, Massachusetts 02111
Telephone: 617/542-6000
Fax: 617/542-2241

Telephone: 202/434-7300
Fax: 202/434-7400
Telex: 753689

Russell C. Merbeth

Direct Dial Number
202/434-7387

March 15, 1996

VIA FEDERAL EXPRESS

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, FL 32399-0850

DEPOSIT TREAS. REC. DATE
D274 2540015 MAR 19 '96

Re: Application of Brittan Communications International, Inc.

Dear Ms. Bayo:

Enclosed please find an original and 13 copies of Brittan Communications International, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service within the State of Florida. Also enclosed please find a check in the amount of \$250.00 to satisfy the filing fee.

Please date-stamp the enclosed extra copy of the application and return it to the undersigned in the self-addressed, stamped envelope provided herein.

Should you have any questions, please contact the undersigned directly.

Sincerely,



Russell C. Merbeth

Counsel for Brittan Communications
International, Inc.

cc: Jim Edwards
F1/50225.1

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
MAR 18 PM 12:25
MAIL ROOM

DOCUMENT NO.
03191-96
3-18-96

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

Request for Authority to Provide)
Interexchange Telecommunications)
Service within the State of Florida)
_____)

Docket No. _____

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

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

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of Existing Certificate (To a noncertificated company).
- Approval for Transfer of Control (To another certificated company).

2. 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.
- Alternative Operator Service - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches, but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities, but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount, but generally below the rate end users would pay for unaggregated traffic.
- Call Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

3. Name of corporation, partnership, cooperative, joint venture, or sole proprietorship:

Brittan Communications International, Inc.

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

Brittan Communications International, Inc.

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

**Brittan Communications International, Inc.
602 Sawyer, Suite 202
Houston, TX 77007**

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

Applicant has no Florida address at this time.

7. Structure of organization:

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

8. If 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 limited partnership statute (Chapter 620.169 FS), if applicable.
- b. Indicate if the individual or any of the partners have previously been:
- i. adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - ii. officer, director, partner, or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

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

See Attachment 1.

Corporate charter number: **01334232-00.**

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

**CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324**

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

Not applicable.

Fictitious name registration number:

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

- i. adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

None.

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

None.

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

a. Application;

**Russell C. Merbeth, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N.W.
Suite 900
Washington, D.C. 20004-2608
202/434-7300**

With a copy to:

**Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer, Suite 202
Houston, TX 77007
713/880-9911**

b. Official Point of Contact for the ongoing operations of the company;

**Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer, Suite 202
Houston, TX 77007
713/880-9911**

c. Tariff;

See response to 10.b above.

d. Complaints/Inquiries from customers.

**Miles O. Smith
Brittan Communications International, Inc.
602 Sawyer, Suite 202
Houston, TX 77006
1-800/460-1110**

11. List the states in which the applicant:

- a. Has operated as an interexchange carrier.

Applicant currently provides common carrier interexchange services pursuant to tariffs duly filed with the Federal Communications Commission. In addition, Applicant has been found qualified to provide resold intrastate telecommunications services, pursuant to registration, in California and Texas.

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

Brittan Communications International, Inc. currently has no certification applications pending application for authorization to provide intrastate services in any other states.

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

See response to 11.a above.

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

None.

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

None.

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

None.

12. What services will the applicant offer to other certificated telephone companies:

Applicant does not anticipate offering services to other certificated telephone companies at this time.

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input type="checkbox"/> Other, _____ | |

13. Do you have a marketing program?

Brittan Communications International, Inc. will market long distance telecommunications services to residential and small to mid-sized business customers. Brittan Communications International, Inc. expects that initial marketing vehicles will include direct mail and limited printed advertising and telemarketing. Brittan Communications International, Inc. will assess whether to deploy a sales force within the region as business develops.

14. Will your marketing program:

- 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.).

Sales agents are paid a fixed commission of \$0.50 per each potential customer contact completed, regardless of whether such contact results in an order for service.

16. Who will receive the bills for your services (check all that apply)?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATS Providers | <input type="checkbox"/> PATS Station End-Users |
| <input type="checkbox"/> Hotels and Motels | <input type="checkbox"/> Hotel and Motel Guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. Dormitory Residents |
| <input type="checkbox"/> Other, _____ | |

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?

Applicant's name will appear on the bill.

- b. Name and address of the firm who will bill for your services.

Where possible, bills will be rendered on local exchange carrier bills to both residential and business customers.

18. 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 proposed tariff, appended hereto as Attachment 3.

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

MTS with distance sensitive per minute rates

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

MTS with route specific rates per minute

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

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

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

- MTS for Pay Telephone Service Providers
- Block-of-Time Calling Plan (Reach Out Florida, Ring America, etc.)
- 800 Service (toll free)
- WATS-type Service (bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- Private Line Services (channel services) (*i.e.*, 1.544 mbs., DS-3, etc.)
- Travel Service
 - Method of access is 950
 - Method of access is 800
- 900 Service
- Operator Services
 - Available to presubscribed customers
 - Available to non-presubscribed customers (*i.e.*, to patrons of hotels, students in universities, patients in hospitals)
 - Available to inmates

Services included are:

- Station assistance
 - Person-to-Person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling
20. What does the end-user dial for each of the interexchange carrier services that were checked in services included (above)?

1411 or Area Code + 555-1212.

21. Other, _____

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments:


Jim Edwards, President

March 14, 1996
Date

ATTACHMENTS:

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

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, _____,
(Typed Name)
current holder of certificate number _____, have reviewed this application and
join in the petitioner's request.

NOT APPLICABLE

Signature of Owner or Chief Officer of the
certificate holder

Title

Date

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)



Jim Edwards

President

Title

March 14, 1996

Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

- 1) Not applicable. 2)
- 3) 4)

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

- 1) Not applicable.

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

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

- 1) Not applicable.

2)

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

Applicant seeks authority to originate interexchange telecommunications service throughout the State of Florida.

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

As described more fully in the body of this Application, Applicant proposes to provide direct dial (1+) service, utilizing resold transmission services purchased from other certificated carriers. Such carriers will be responsible for complying with Commission Rule 25-24.471(4)(a).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is *has*, fully describe the following:
- What services have been provided and when did these services begin?
 - If the services are not currently offered, when were they discontinued?



Jim Edwards

President

Title

March 11, 1996


Date

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

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

Applicant seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in Applicant's proposed tariff appended hereto as Exhibit 2.



Jim Edwards

President

Title

Date
March 11, 1996

ATTACHMENT 1

Articles of Incorporation and Authorization to Transact Business



The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, **HEREBY CERTIFIES** that the attached is a true and correct copy of the following described instruments on file in this office:

BRITTAN COMMUNICATIONS INTERNATIONAL CORPORATION

ARTICLES OF INCORPORATION

NOVEMBER 18, 1994



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on March 22, 1995.



Antonio O. Garza, Jr.
Secretary of State

CEB

NOV 18 1994

Corporations Section

**ARTICLES OF INCORPORATION
OF
BRITTAN COMMUNICATIONS INTERNATIONAL CORPORATION**

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned natural person of the age of twenty-one (21) years or more, a citizen of the State of Texas, acting as an Incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation, *to wit* :

ARTICLE I

The name of the Corporation is **BRITTAN COMMUNICATIONS INTERNATIONAL CORPORATION**.

ARTICLE II

The period of its duration for which the Corporation is formed shall be perpetual, unless dissolved by operation of law or by voluntary action of the incorporators or stockholders in the manner provided by law.

ARTICLE III

The purpose or purposes for which said Corporation is organized shall be to engage in all aspects of the long distance telephony interconnect business, general communications business, the conduct of any lawful business, and to do any and all things permitted to corporations under the laws of the State of Texas, all for profit.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is 1,500,000 shares of no-par value common stock and 1,000,000 shares of non-voting preferred stock. © nrv.

ARTICLE V

The Corporation will not commence business until it has received for the issuance of shares consideration of the value of \$1,000.00, which may consist of money, labor done or property actually received, in accordance with subsection A(7) of Article 3.02 of the Texas Business Corporation Act.

ARTICLE VI

Unless and/or until amended, if such be done, the practice of cumulative voting, as well as preemptive rights, are hereby specifically excluded and prohibited. No other provisions for the regulation of the internal affairs of the Corporation have been adopted as a part of these Articles, save and except as set forth at Article VIII hereof.

ARTICLE VII

The street address of the Corporation's initial registered office is 2103 Commonwealth Ave., Houston, Texas 77006. The name of the initial registered agent of the Corporation at such address is Helen N. Primeaux.

ARTICLE VIII

The number of Directors constituting the initial Board of Directors is one (1), and the name and address of the person who is to serve as the initial Director is as follows:

<u>Name</u>	<u>Address</u>
Helen N. Primeaux	2103 Commonwealth Ave. Houston, TX 77006

The Board of Directors shall have the right to raise or lower the number of Directors constituting the Board by a simple plurality vote of the then existing Board of Directors, subject to the ratification of a majority of the outstanding shares.

ARTICLE IX

The name and address of the Incorporator hereof is Helen N. Primeaux, 2103 Commonwealth Avenue, Houston, Texas 77006.

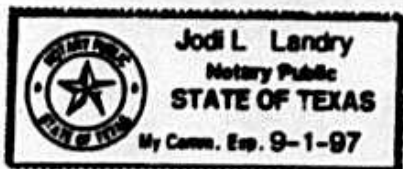
IN WITNESS WHEREOF, I have hereunto set my hand this the 14th day of November, 1994.


Helen N. Primeaux, Incorporator

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned Notary Public, do hereby certify that on this the 14th day of November, 1994, personally appeared before me Helen N. Primeaux, who, being by me first duly sworn, declared that she is the person who signed the foregoing document as Incorporator, that the statements therein contained are true and correct, and that she acted in her capacity as therein set forth.

WITNESS MY HAND AND SEAL OF OFFICE, this the 14th day of November, 1994.




Notary Public in and for the State of Texas

P378a/2/sp



FLORIDA DEPARTMENT OF STATE
Sandra B. Mcrtham
Secretary of State

November 28, 1995

BILL ERWIN
CT CORPORATION SYSTEM
811 DALLAS AVENUE
HOUSTON, TX 77002

Qualification documents for BRITTAN COMMUNICATIONS INTERNATIONAL CORPORATION were filed on November 28, 1995, and assigned document number F95000005780. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Lee Rivers
Document Examiner
Division of Corporations

Letter Number: 395A00052006

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION
TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE
STATE OF FLORIDA:

1. Brittan Communications International Corporation
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or
abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person
or partnership if not so contained in the name at present.)

2. Texas (State or country under the law of which it is incorporated) 3. 76-0453004 (FEI number, if applicable)

4. November 18, 1994 (Date of incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 602 Sawyer, Suite 202, Houston, Texas 77007
(Current mailing address)

8. SELLING OF LONG DISTANCE TELEPHONE SERVICES
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of
Florida)

9. Name and street address of Florida registered agent:
Name: C T Corporation System
Office Address: c/o C T Corporation System, 1200 South Pine
Island Road
Plantation, Florida, 33324
(Zip Code)

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

C T Corporation System
E. Wayne Patterson
(Registered agent's signature) (Officer)

E. Wayne Patterson, Asst. Vice President
(Type Name and Title of Officer)

RECEIVED
NOV 28 11 30 AM '94

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: see attached list of directors

Address: _____

Vice Chairman: see attached list of directors

Address: _____

Director: see attached list of directors

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: see attached list of officers

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. _____

(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Jim Edwards, President _____

(Typed or printed name and capacity of person signing application)



BCI CORP.

602 Sawyer, Suite 202, Houston, Texas 77007
713/880-9911 • 800/460-9834 • Fax 713/880-4448

November 15, 1995

**SUBJECT: Brittan Communications International Corporation
"BCI Corp."
List of Directors and Officers**

To Whom It May Concern:

BCI Corp. number of initial Directors is two (2). The names and addresses of the initial Directors are:

Jim G. Edwards
1701 Hermann Drive #3303
Houston, Texas 77004

Michael H. Driscoll
1839 Colquitt
Houston, Texas 77098

BCI Corp. officers are as listed below:

Jim G. Edwards
President / C.E.O.
1701 Hermann Drive #3303
Houston, Texas 77004

Arthur W. Jones
Vice President
1328 Bomar #1
Houston, Texas 77006

William J. Hokanson
C.I.O.
4010 Longherridge
Pearland, Texas 77581

Jim Evans
Corporate General Council
2103 Commonwealth
Houston, Texas 77006

Please feel free to call me with any questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Edwards', with a long horizontal flourish extending to the right.

Jim Edwards
President & CEO
BCI Corp.

/cp

ATTACHMENT 2

Proposed Tariff

F1/43857.1

FLORIDA TELECOMMUNICATIONS TARIFF

TITLE SHEET

RESALE TELECOMMUNICATIONS TARIFF

This tariff applies to the Resold Telecommunications Services furnished by Brittan Communications International, Inc. ("Carrier") between one or more points in 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 Carrier's principal place of business, 602 Sawyer, Suite 202, Houston, Texas 77007.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	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		

* New or revised sheet.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	2
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS	6
APPLICATION OF TARIFF	7
TARIFF FORMAT	7
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	8
SECTION 2 - RULES AND REGULATIONS	9
2.1 Undertaking of the Company	9
2.2 Limitations	9
2.3 Liability of the Company	10
2.4 Interruptions of Service	16
2.5 Discontinuance and Restoration of Service	20
2.6 Discontinuance of Service for Cause	21
2.7 Obligations of the Customer	22
2.8 Use of Service	23

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

TABLE OF CONTENTS (Continued)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Rendering and Payment of Bills 24

2.10 Taxes 27

2.11 Deposits 27

SECTION 3 - EXPLANATION OF RATES 28

3.1 Timing of Calls 28

3.2 Calculation of Distance 28

3.3 Minimum Call Completion Rate 29

SECTION 4 - DESCRIPTION OF SERVICE 30

4.1 Long Distance Telecommunications Services 30

4.2 800 Services 30

4.3 Travel Card Services 30

4.4 Prepaid Phone Cards 31

4.5 Directory Assistance 31

4.6 Special Promotions 31

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

TABLE OF CONTENTS (Continued)

SECTION 5 - RATES	32
5.1 1+ Long Distance Telecommunications Services	32
5.2 800 Services	32
5.3 Travel Card Service	32
5.4 Prepaid Phone Cards	32
5.5 Directory Assistance	32

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

D - Discontinued rate or regulation

I - Increase rate or change

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

T - Changed in text but no change in rate or regulation

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

APPLICATION OF TARIFF

This tariff contains the service description and rates generally applicable to the intrastate telecommunications service furnished by Brittan Communications International, Inc. ("hereinafter referred to as the Company or BCI").

TARIFF FORMAT

1. Sheet 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.
2. Sheet Revision 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. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the check sheet for the sheet currently in effect.
3. Check Sheets - When a tariff filing is made with the New Mexico 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 (*).

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

As used in this tariff, the following terms shall have the following meanings:

Access Line - An access line provided by the Local Exchange Company in accordance with its tariff.

BCI or Company: Brittan Communications International, Inc.

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

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

InterLATA Call - Any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call - Any interexchange call that originates and terminates in the same LATA.

LATA - Local Access Transport Area is a geographic boundary within which the LEC provides communications services. Multiple LECs may provide services within the same LATA.

Local Exchange Carrier (LEC) - The serving telephone company providing local services to subscribers. This company may also provide some of the following services: LATA wide long distance, voice and data private lines, custom calling services and billing and collection services.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff governs the provision of intrastate telephone service within the state of New Mexico under the terms of this tariff. The Company provides service to all who purchase service from the Company consistent with all provisions of this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carrier's or entities when authorized by the Customer, to allow connection of a customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement. The Company's services are provided on a monthly basis, and are available twenty-four hours per day, seven days a week.

2.2 Limitations

2.2.1 All service is subject to the availability of suitable facilities of the underlying carrier and the provisions of this tariff.

2.2.2 The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of any causes beyond its control or when the Customer is using service in violation of the law or the provisions of this tariff.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

- 2.3.1 Subject to the provisions of paragraph 2.3.5 below, the liability of the Company to any Customer or party utilizing the Company's services, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or for noncompletion of calls for reasons other than network busy conditions, occurring in the course of furnishing services for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, and not caused by the negligence of the Customer or user, shall in no event exceed an amount equal to the initial period charge provided for under this tariff for each call actually attempted to be completed and affected as aforesaid for the applicable tariff billing period.
- 2.3.2 Subject to the provisions of paragraph 2.3.5 below, the liability of the Company to any Customer or party using the Company's service, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or for noncompletion of calls for reasons other than network busy conditions, occurring in the course of furnishing services provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, and not caused by the negligence of the Customer or user, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which calls were actually attempted to be completed and which were affected as aforesaid.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.3 The Company shall not be liable for a Customer's or user's direct damages incurred as a direct consequence of any act or omission including, but not limited to, service interruption or the failure of the Company to perform other than as stated in paragraphs A and B above. The Company shall not be liable for any indirect, special, incidental, reliance, or consequential damages including, but not limited to, loss of revenue or profits, for any reason whatsoever including, but not limited to, any delay, interruption or failure to provide any service or any failure in or breakdown of facilities associated with the service.

The liability provided for above shall, in each case, be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for the interruption of service.

2.3.4 Except for granting credit allowances for interruptions of service as provided for under this tariff, the Company shall not be liable for damages, shall be excused from performance during, and the Customer shall not be liable for charges related to the Company's excused performance during any failure of performance due to causes beyond the Company's control, including, but not limited to, Acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; unavailability or non-performance of facilities provided by others; and any law, order, regulation or other action of any governing authority or agency thereof.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.5 The Company shall not be liable for:

1. Any claims for libel, slander, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services;
2. Any claims for infringement of patents, trade secrets or copyrights arising from the combination of Company-provided facilities or services with Customer-provided facilities or services;
3. Any claim arising out of any act or omission of the Customer or any other entity furnishing services or facilities for use in conjunction with services or facilities provided by the Company;
4. Unlawful or unauthorized use of the Company's facilities and services;
5. Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any facilities or services provided by the Customer obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance, except where reasonable notice has not been provided to the Customer;

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

7. Any claim for damage to property, or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, which may arise out of, or be caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of Customer's facilities or equipment connected, or to be connected to the Company's facilities.
8. Any claim arising for noncompletion of calls due to network busy conditions.
9. Any claim for damages of any kind arising out of an intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
10. Any claim for damages of any kind arising from calls not actually attempted to be completed.

2.3.6 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or for noncompletion of calls for reasons other than network busy conditions, shall be limited to a single claim, whether such claim is filed by the Customer or by any party utilizing the Company's services, per each call actually attempted to be completed and affected as aforesaid.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- 2.3.7 The Customer or any party using the Company's services shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer, by any authorized user or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer, by an authorized user or by any other party, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance, condition, location or use of any installation provided, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 2.3.8 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Customer and any party using the Company's service shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any installation so provided.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'c)

2.3 Liability of the Company (Cont'd)

- 2.3.9 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services, except to the extent that such nonperformance or nonavailability is the result of a willful act of the Company. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.10 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within thirty (30) days after the date service was affected.
- 2.3.11 The Company shall not be liable for any claims arising out of any act or omission in connection with provision of 911, E911, or similar services.
- 2.3.12 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

The Company's liability, if any, for its willful misconduct is not limited by this tariff.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruptions of Service

Except as may be provided for elsewhere in this tariff, the following credit allowances for interruptions of the Company's services will be made:

2.4.1 Except as provided for elsewhere in this tariff, for each of the Company's domestic services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in the Company's interexchange facilities, which interruption can be remedied by redialing the call:

1. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit), one-way transmission (one party unable to hear the other), involuntary disconnection caused by deficiencies in the Company's service, or is not completed by the Company for reasons other than network busy conditions. To receive a credit, the Customer must notify the Company's Customer service department and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for: (1) interruptions not reported to the Company within thirty (30) days of the date that service was affected, (2) interruptions that are due to the failure of power, equipment, systems or services not provided by the Company, or (3) noncompletion of calls due to network busy conditions. If the Customer elects to use another means of communications due to one of the above conditions, the Customer must pay the charges for the alternative service used.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruptions of Service (Cont'd)

2. Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit allowance equivalent to the charge for the initial minute of a call made to continue communicating with the other party to the interrupted call. A Customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the problem promptly to the Company.

2.4.2 For all of the Company's services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which service is billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, which are interrupted for more than an individual call and cannot be remedied by redialing the call, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

1. When service is interrupted for a period of less than two hours, no credit will be given.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruptions of Service (Cont'd)

2. When the service's dedicated interexchange line or lines and/or the access or termination line or lines associated with the service are interrupted for a period of two to twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given.
3. When the service's dedicated interexchange line or lines and/or the access or termination line or lines associated with the service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given for each twenty-four hour period or fraction thereof.

2.4.3 No credit will allowances will be made for:

1. Interruptions caused by the negligence of the Customer or others authorized by the Customer to use the Customer's service.
2. Interruptions due to the failure of power, equipment, systems, or services not provided by the Company.
3. Noncompletion of calls due to network busy conditions.
4. Interruptions not reported to the Company within thirty (30) days of the date that service was affected.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruptions of Service (Cont'd)

- 2.4.4 An interruption period begins when the Customer reports to the Company that the service has been interrupted. An interruption period ends when service is operative again.
- 2.4.5 If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.
- 2.4.6 As used in this section, the term "service" includes circuits or equipment provided by the Company, and/or a participating international carrier, or an administration connecting with such international carrier.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Discontinuance and Restoration of Service

- 2.5.1 Company may terminate service for nonpayment of any sum twenty (20) days past due, after providing ten (10) days written notice to the customer.
- 2.5.2 Company may terminate service thirty (30) days after receipt by the customer of written notice of noncompliance with any provision of the terms and conditions stated herein, if the noncompliance is not corrected within the thirty (30) day period.
- 2.5.3 Termination for cause does not relieve the customer of any obligation to pay its bill.
- 2.5.4 If the Company has discontinued service for any reasons listed in Section 2.6, it is highly unlikely the Customer's service can be restored. However, if there are special circumstances, the method of restoration will vary depending on the conditions which caused the service to be terminated. The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, subpart D of the Rules and regulations of the Federal Communications Commission.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service for Cause

Without incurring liability, the Company may discontinue the provision of service to a Customer or subscriber for nonpayment of disputed charges or other violation of this tariff or provision of law upon written notice to the customer for damages due to loss of telephone service to the subscriber.

The Company reserves the right to refuse service to Customers without incurring liability:

- (i) For non-payment of any sum owing to the Company;
- (ii) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
- (iii) For any violation by a Customer related to the request for such service of either the provisions of this tariff or any laws, rules, regulations, or policies;
- (iv) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service;
- (v) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents or service.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Obligations of the Customer

2.7.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.7.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.7.3 Discontinuance and Restoration of Service

- (A) Customer may cancel the Company's service after commencement of service by giving Company a minimum of thirty (30) days written notice.
- (B) Customers may cancel the Company's service only by giving written notice to the Company. Within ten (10) days of receipt of the request, the Company places an order with the underlying carrier to cancel the Customer's service.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Obligations of the Customer (cont'd)

2.7.3 Discontinuance and Restoration of Service (cont'd)

- (C) Cancellation of service does not relieve the customer of any obligation to pay its bill.

2.8 Use of Service

- (A) Service may be used for the transmission of communications by the Customer and the Customer's authorized user(s).
- (B) The Customer may not use any of the services furnished by the Company under this tariff for any unlawful purpose.
- (C) The Customer may not transfer or assign the use of service except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and condition contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Rendering and Payment of Bills

2.9.1 Rendering Bills

Bills will be rendered by the local exchange company providing the billing and collection services for the Company. Bills are sent via U.S. mail to the billing address listed on the application unless the Customer has changed the information originally provided.

2.9.2 Billing Periods

The Company's billing periods are consistent with the billing periods used by the LEC that renders the bill. Long distance charges are billed in arrears.

2.9.3 Payment of Bills

The Customer is ultimately responsible for payment of all charges for service provided by the Company. Payment is due within twenty-one (21) days of the monthly statement date. Payments are sent to the LEC upon whose bills the Company's charges to the Customer are stated.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Rendering and Payment of Bills (Cont'd)

2.9.4 Billing Disputes

- (A) All bills are presumed accurate, and will be binding on the Customer unless objection is received by the Company within thirty (30) days after such bills are rendered. In the event that a billing dispute is resolved in the Customer's favor, any refund due the Customer will take the form of a credit allowance (See Section 2.4 Interruptions of Service). In the event that a refund is due a Customer that has cancelled service, and payment to the Company for the disputed amount has been made, a refund in for the amount due the Customer will be paid. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a dispute, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

- (B) Service representatives are available to assist with billing inquiries Monday through Friday between 8:00 A.M. and 5:00 P.M. Central Time or they may be addressed in writing to Brittan Communications International, Inc. 602 Sawyer, Suite 202, Houston, Texas 77007, or by calling 1-800-460-1110.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Rendering and Payment of Bills (Cont'd)

2.9.4 Billing Disputes (Cont'd)

(C) In the case of a billing dispute between the Customer and the Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

1. First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Florida Public Service Commission ("Commission"). The Commission's address is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870
904/413-6770 (Tel)
904/487-0509 (Fax)

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Rendering and Payment of Bills (Cont'd)

2.9.5 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Taxes

The rates quoted in this tariff do not include federal excise taxes, and state and local sales, use, and similar taxes. Customer is responsible for payment of these taxes, which are billed as separate line items. In addition, all services billed to a Customer location in any state that imposes a gross receipts or similar tax upon the Company with respect to such intrastate services will be subject to a surcharge in the amount of such tax.

2.11 Deposits

Carrier does not require a deposit from the customer.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 3 - EXPLANATION OF RATES

3.1 Timing of Calls

The Customer's long distance usage charge is based on call duration, without regard to time of day, day of week or distance called. Calls are timed by the underlying carrier, whose services are resold by the Company in accordance with its own tariff.

- (i) On all calls, chargeable time begins when connection is established between the calling station and the called station.
- (ii) Chargeable time ends when the calling station "hangs up." If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network.
- (iii) When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

3.2 Calculation of Rates and Charges

Rates for the Company's intrastate services are usage sensitive but of not vary according to distance called or the time of day or day of week. No special holiday rate apply. Calls are billed in full minute increments. The usage rate is based on an initial period of 60 seconds plus any additional period.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.3 Minimum Call Completion Rate

The Company's network is engineered, for network blockage purposes, to a P.01 grade of service.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE DESCRIPTION

4.1 1+ Long Distance Telecommunications Service

Flat-rated direct dialed long distance services that are available to residential and business customers. These services allow customers to place direct dialed calls to terminating locations in other states. Services are available on a full time basis, 24 hours a day, seven days a week. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in one minute increments. Calls are billed in one minute increments.

4.2 800 Service

This service is available to all residential and business callers in equal access areas and permits callers to call use an 800 number to call Customer, at no charge to the caller. Calls are billed to Customer in one minute increments.

4.3 Travel Card Service

A flat-rated post-paid calling card service which callers access by dialing an 800 number specified on their calling card. Calls are charged to the Customer to whom the card was issued. The Company will replace lost or stolen cards quickly and at no charge to the Customer. Calls are billed in one minute increments.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE DESCRIPTION (Cont'd)

4.4 Prepaid Phone Cards

A flat-rated prepaid/debit service that allows the cardholder to place calls from any telephone by dialing an 800 number and entering an identification code assigned to the card. The cards are available in fixed dollar amounts and usage is deducted in one minute increments. The prepaid phone cards are disposable or may be reused after the account has been refreshed. Cards may be refreshed by contacting carrier.

4.5 Directory Assistance

Charges for all calls made to directory assistance, regardless of the time of day or day of week, are charged at the rate specified in Section 5.4. To access directory assistance, the caller dials 1411 or Area Code + 555-1212. No additional measured use or per call charges apply.

4.6 Special Promotions

The Company may from time to time engage in special promotional trial service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to BCI's promotional service offerings. Promotional offerings will be provided in accordance with the Commission's rules.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

FLORIDA TELECOMMUNICATIONS TARIFF

SECTION 5 - RATES5.1 1+ Long Distance Telecommunications Services

Standard Plan	\$0.29 per minute
Blue Skies	\$0.21 per minute*
Signal Plan	\$0.20 per minute*
Smooth Landings	\$0.17 per minute**
Big Signal Plan	\$0.16 per minute**

5.2 800 Service

Usage Rate	\$0.25 per minute
------------	-------------------

5.3 Travel Card Service

Standard Plan	\$0.29 per minute
Blue Skies	\$0.21 per minute*
Signal Plan	\$0.20 per minute*
Smooth Landings	\$0.17 per minute**
Big Signal Plan	\$0.16 per minute**

5.4 Prepaid Phone Cards

Usage Rate	\$0.50 per minute
------------	-------------------

5.5 Directory Assistance Service

Usage Rate	\$0.75 per call
------------	-----------------

*Plan includes a \$2.92 monthly access fee.

**Plan includes a \$5.00 monthly access fee.

Issued: March 18, 1996

Effective:

By:

Jim Edwards, President
Brittan Communications International, Inc.
602 Sawyer
Houston, Texas 77007

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

31164
\$250.00
3/13/96
LAF

One Financial Center
Boston, Massachusetts 02111
Telephone: 617/542-6000
Fax: 617/542-2241

Telephone: 202/434-7300
Fax: 202/434-7400
Telex: 753689

Russell C. Merbeth

Direct Dial Number
202/434-7387

March 15, 1996

VIA FEDERAL EXPRESS

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, FL 32399-0850

DEPOSIT 1107-19 1111
MAR 15 1996

Re: Application of Brittan Communications International, Inc.

Dear Ms. Bayo:

Enclosed please find an original and 13 copies of Brittan Communications International, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service within the State of Florida. Also enclosed please find a check in the amount of \$250.00 to satisfy the filing fee.

Please date-stamp the enclosed extra copy of the application and return it to the

Mintz, Levin, Cohn,
Ferris, Glovsky and Popeo, P.C.
ATTORNEYS AT LAW
701 PENNSYLVANIA AVE. N.W. SUITE 900
WASHINGTON, D.C. 20004

DATE	INVOICE	AMOUNT

15-186/540

3464

RECEIVED
MAR 15 1996

PAY Two Hundred Fifty & 00/100 DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	AMOUNT
3/13/96	Florida Public Service Commission	1562	250.00

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
FIRM ACCOUNT

THE PALMER NATIONAL BANK
1887 K STREET, N.W. WASHINGTON, D.C. 20006

By: [Signature]

