

ORIGINAL

DISTRIBUTION CENTER

01 DEC 17 AM 9:41

Envisage, Inc.

VIA OVERNIGHT MAIL

December 04, 2001

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

011652-TI

Re: Envisage, Inc. d/b/a Envisage Texas, Inc.

Dear Sir or Madam:

Enclosed please find an original and six (6) copies of the application of Envisage, Inc. d/b/a Envisage Texas, Inc. (the "Company") for approval to provide telecommunications services throughout Florida.

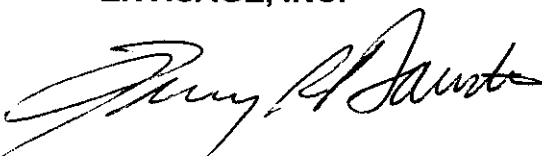
Also enclosed is a check in the amount of \$250.00 made payable to the "Florida Public Service Commission" as payment for the applicable filing fee.

As acknowledgement of receipt of this application, kindly date-stamp the enclosed copy of this cover letter and return it to the Company at your earliest opportunity.

If you have any questions regarding this application, please contact the undersigned at 210.402.5301 or via e-mail in care of diane.dunn@usops.com. Thank you very much for your attention to this matter. Your courtesies are greatly appreciated.


Very truly yours,

ENVISAGE, INC.



Terry R. Houston
President & COO

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:


enc.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

15665 DEC 17 01

FPSC-COMMISSION CLERK

ORIGINAL

DISTRIBUTION CENTER

01 DEC 17 AM 9:41

Envisage, Inc.

VIA OVERNIGHT MAIL

December 04, 2001

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

~~CONFIDENTIAL~~ TI

Re: Envisage, Inc. d/b/a Envisage Texas, Inc.

Dear Sir or Madam:

Enclosed please find an original and six (6) copies of the application of Envisage, Inc. d/b/a Envisage Texas, Inc. (the "Company") for approval to provide telecommunications services throughout Florida.

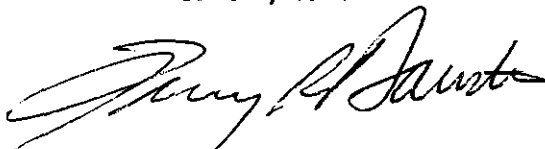
Also enclosed is a check in the amount of \$250.00 made payable to the "Florida Public Service Commission" as payment for the applicable filing fee.

As acknowledgement of receipt of this application, kindly date-stamp the enclosed copy of this cover letter and return it to the Company at your earliest opportunity.

If you have any questions regarding this application, please contact the undersigned at 210.402.5301 or via e-mail in care of diane.dunn@usops.com. Thank you very much for your attention to this matter. Your courtesies are greatly appreciated.


Very truly yours,

ENVISAGE, INC.



Terry R. Houston
President & COO

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:


enc.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 151616-01. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

DOCUMENT NUMBER-DATE

~~151616-01~~ DEC 17 01

*FPSC-COMMISSION CLERK

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

011652-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

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

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

Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Envisage, Inc.

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

Envisage Texas, Inc.

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

16620-B San Pedro

San Antonio, TX 78232

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

N/A

6.
Select 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.

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

7. Structure of organization;

- | | |
|---------------------------|-------------------------|
| () Individual | () Corporation |
| (X) Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| () Other _____ | |

8. **If individual**, provide:

Name: _____
Title: _____
Address: _____
City/State/Zip: _____

Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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

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

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

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

F01000003033

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

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

See documentation provided for 10(a)

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

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

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

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

15. Provide **F.E.I. Number** (if applicable): 76-0610202

16. Provide the following (if applicable):

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

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

(c) How is this information provided?

17. Who will receive the bills for your service?

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

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

(a) The application:

Name: Terry R. Houston

Title: President & COO

Address: 16620-B San Pedro

City/State/Zip: San Antonio, TX 78232

Telephone No.: 210-402-5301 Fax No.: 210-402-5369

Internet E-Mail Address: c/o diane.dunn@usops.com *

Internet Website Address: N/A

@usops.com

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

Name: Same as 18(a)

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Same as 18(a)

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Texas & states in 19(c)

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

None, however, applications are proposed

to be filed in several U.S. states soon.

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

Texas, Oregon, New Jersey, Ohio, North Dakota

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

None.

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

None.

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

None.

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

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

No.

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

Terry R. Houston, Pres. & COO of Envisage, Inc.,
previously served as E.V.P. & COO of U.S. Operators,
Inc., a Florida certificated company. Left to join
Envisage.

21. The applicant will provide the following interexchange carrier services $\sqrt{\quad}$ (check all that apply):

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

_____ Method of access is FGA
_____ Method of access is FGB
X Method of access is FGD
X Method of access is 800

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

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

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

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

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

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

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

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

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

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

I. **Travel service**

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

j. **900 service**

k. **Operator services**

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

1. **Services included are:**

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

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

See the proposed tariff attached hereto.

23. Submit the following:

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

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

C. Financial capability.

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

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

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

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

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

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

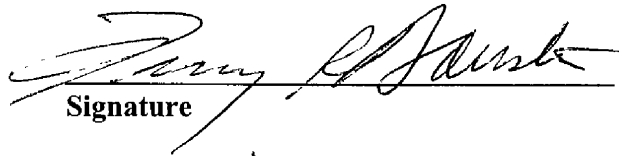
THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

Terry R. Houston
Print Name


Signature

President & COO
Title

12-04-01
Date

210-402-5301 / 210-402-5369
Telephone No. Fax No.

Address: 16620-B San Pedro
San Antonio, TX 78232

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:

Terry R. Houston
Print Name

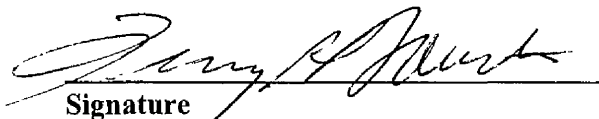
President & COO
Title

210-402-5301
Telephone No.

Address:

16620-B San Pedro

San Antonio, TX 78232


Signature

12-04-01
Date

210-402-5369
Fax No.

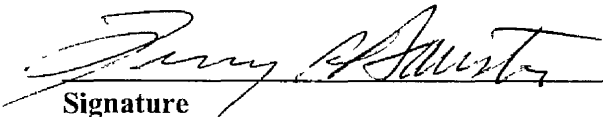
THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

<u>Terry R. Houston</u> Print Name	 Signature
<u>President & COO</u> Title	<u>12-04-01</u> Date
<u>210-402-5301</u> Telephone No.	<u>210-402-5369</u> Fax No.
Address: <u>16620-B San Pedro</u>	
<u>San Antonio, TX 78232</u>	
<u> </u>	
<u> </u>	

CURRENT FLORIDA INTRASTATE SERVICES

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

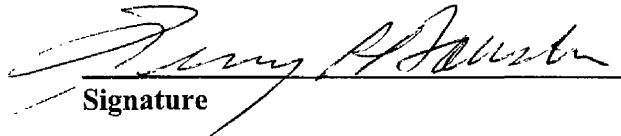
If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Terry R. Houston
Print Name


Signature

President & COO
Title

12-04-01
Date

210-402-5301
Telephone No.

210-402-5369
Fax No.

Address: 16620-B San Pedro

San Antonio, TX 78232

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____ N/A _____,

(Title) _____ N/A _____ of _____ (Name of Company)

and current holder of Florida Public Service Commission Certificate Number

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

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

_____ N/A _____
Signature

Title

Date

Telephone No.

Fax No.

Address: _____

EXHIBIT

ENVISAGE, INC.
d/b/a ENVISAGE TEXAS, INC.

State of Florida



Department of State

I certify from the records of this office that ENVISAGE, INC. doing business in Florida as ENVISAGE TEXAS, INC., is a corporation organized under the laws of Texas, authorized to transact business in the State of Florida, qualified on June 7, 2001.

The document number of this corporation is F01000003033.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of June, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

RESOLUTION OF BOARD OF DIRECTORS

(Please print or type)

I, the undersigned Terry R. Houston, do hereby certify
(Name)

that this Resolution of the Board of Directors of ENVISAGE, INC.

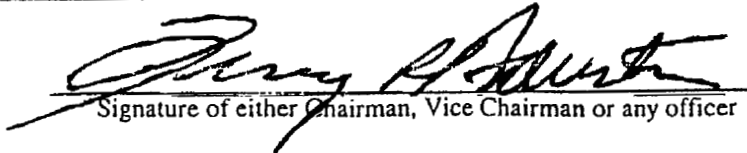
(Corporate Name)

a corporation duly organized and existing under the laws of the State of Texas,
was duly adopted on May 31, 2001.

Be it resolved, that ENVISAGE, INC.,
(Corporate Name)

organized and existing in the State of Texas, hereby adopts the name
ENVISAGE TEXAS, INC. for use in Florida.

Dated: May 31, 2001


Signature of either Chairman, Vice Chairman or any officer

Terry R. Houston, Pres. & COO
Type or print name

FILED
01 JUN -7 PM 12:01
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Make checks payable to Florida Department of State and mail to:
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**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. Envisage, Inc.
(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. 76-0610202 (FEI number, if applicable)

4. March 3, 1999 (Date of Incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. N/A
(Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))

7. 16620-B San Pedro
San Antonio, TX 78232
(Current mailing address)

8. Provision of telecommunications services, and all lawful business.
(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: (P.O. Box or Mail Drop Box acceptable)

Name: Edwin F. Blanton

Office Address: 825 Thomasville Road

Tallahassee, Florida, 32303
(Zip Code)

10. Registered agent's 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 obligations of my position as registered agent.


(Registered agent's signature)

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.

01 JUN -7 PM 12:01
FILED
TALLAHASSEE
FLORIDA
SECRETARY OF STATE

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: Please refer to Exhibit "A" attached.

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: Please refer to Exhibit "A" attached.

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.  4/19/01
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Terry R. Houston, Pres. & C.O.O.
(Typed or printed name and capacity of person signing application)

01 JUN -7 PM 12:01
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

Envisage, Inc.
A Texas Corporation
Taxpayer Number: 76-0610202

OFFICERS

Name	Title	Business Address
Timothy G. Dixon	Chief Executive Officer	1825 Upland Houston, Texas 77043
Terry R. Houston	President Chief Operating Officer	16620-B San Pedro San Antonio, Texas 78232
Joyce Dixon	Secretary	1825 Upland Houston, Texas 77043

DIRECTORS

Name	Title	Business Address
Timothy G. Dixon	Director	1825 Upland Houston, Texas 77043

FILED
01 JUN -7 PM 12:01
SECRETARY OF STATE
TALLAHASSEE FLORIDA

EXHIBIT

ENVISAGE, INC.
d/b/a ENVISAGE TEXAS, INC.

TARIFF

ENVISAGE, INC.
d/b/a
ENVISAGE TEXAS, INC.

DIRECT DIAL AND
OPERATOR ASSISTED
RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Direct Dial and Operator Assisted Resale Telecommunications Services furnished by **Envisage, Inc. d/b/a Envisage Texas, Inc.** between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission. Copies may be inspected, during normal business hours, at Envisage's office at 16620-B San Pedro, San Antonio, Texas 78232.

Issued: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

Effective: _____

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
 Envisage, Inc.
 16620-B San Pedro
 San Antonio, Texas 78232

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols	4
Tariff Format	4
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	9
Section 3 - Description of Service	25
Section 4 - Rates	37

Issued: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

Effective: _____

SYMBOLS

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

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

TARIFF FORMAT

- A. 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.
- B. 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.

Issued: _____ Effective: _____
Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

TARIFF FORMAT (Cont'd)

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - Whenever the tariff is revised, an updated check sheet will be issued. 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 format, etc. remains the same, just revised revision levels on some pages). the tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file.

Issued: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

Effective: _____

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to Envisage's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Envisage to identify the origin of the service user so it may rate and bill the call. ANI may be used as or in connection with the authorization code.

Automatic Number Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer Dialed Calling Card Calls - Calling Card Calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. a "Direct Dialed" service) to complete.

Envisage - Used herein to indicate Envisage, Inc. d/b/a Envisage Texas, Inc.

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

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Operator Assisted Calls - Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services. The following are examples of calls normally placed in this manner:

Calling Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an "automated" basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this tariff.

Collect Calls - Calls for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

Credit Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

Person-to-Person Calls - Calls which are placed under the stipulation that the caller will speak only to a specific called party.

Room Charge Calls - Calls for which charges are billed and collected by the subscriber, normally on a hotel or motel bill at "check out", from the guest or occupant of the room from which the call originated. Calls of this type require that Envisage communicate the call detail and charges back to the originating subscriber location following completion of the call.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Operator Services - The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Service Charge - A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Subscriber - The person or legal entity which enters into arrangements for Envisage's operator assisted telecommunications services.

Telecommunications -The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Third Party Calls - Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

User - The calling party utilizing the services of Envisage and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect, third party and room charge calls.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Envisage for telecommunications between points within the State of Florida. These telecommunications services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

A. Carrier may, from time to time, offer various enhanced services and information services to users located within the State of Florida. Such services will be provided pursuant to contract to the extent permitted by Florida laws and regulations and may not be governed by this tariff.

B. Carrier may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications carriers, for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, to the extent permitted by Florida laws and regulations, and Section 4 of this tariff will not apply thereto.

2.1.2 The telecommunications services of Envisage are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carrier.

2.1.3 The rates and regulations contained in this tariff apply only to the telecommunications services furnished by Envisage and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Envisage.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

2.1.4 The services of Envisage are furnished to businesses, residents, patrons, patients, students, and other authorized users of the terminal telephone or other facilities of a business, residence, privately owned coin operated telephone station providers, hotels, motels, hospitals, airports, colleges, universities, and other customers. Envisage enters into arrangements with such customers providing for the availability of Envisage's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

The rates for all operator assisted services will be as specified in Section 4 of this tariff.

2.2 Use of Service

2.2.1 Envisage's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Envisage's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of Envisage's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Envisage's services are available for use twenty-four hours per day, seven days per week.

2.2.5 Envisage's services may be denied for nonpayment of charges or for other violations of this tariff.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Envisage

2.3.1 Envisage shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Envisage's operator assisted services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Envisage's liability for any service exceed the charges applicable under this tariff to such service.

2.3.2 Envisage shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its operator assisted services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the operator assisted services provided by Envisage.

2.3.3 Envisage is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the operator assisted services of Envisage.

2.3.4 Envisage shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its operator assisted services, whatever shall be the cause and whether negligent or otherwise.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Envisage (Cont'd)

2.3.5 Envisage shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Envisage which is not the direct result of Envisage's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Envisage.

2.3.6 Envisage shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

2.4 Responsibilities of the Subscriber

2.4.1 The subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to end users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.2 The subscriber is responsible for charges incurred for special construction and/or special facilities which the subscriber requests and which are ordered by Envisage on the subscriber's behalf.

2.4.3 If required for the provision of Envisage's services, the subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Envisage.

2.4.4 The subscriber is responsible for arranging access to its premises at times mutually agreeable to Envisage and the subscriber when required for Envisage personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Envisage's services.

2.4.5 The subscriber shall ensure that the equipment and/or system is properly interfaced with Envisage facilities or services, that the signals emitted into Envisage network are of the proper mode, bandwidth, power, and signal level for the intended use of the subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other subscribers. If the Federal Communications Commission or other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Envisage will permit such equipment to be connected with its channels without the use of protective interface devices.

If the subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Envisage equipment, personnel, or the quality of service to other subscribers, Envisage may, upon written notice, require the use of protective equipment at the subscriber's expense. If this fails to produce satisfactory quality and safety, Envisage may, upon written notice, terminate the subscriber's service.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.6 The subscriber must pay Envisage for replacement or repair of damage to the equipment or facilities of Envisage caused by negligence or willful act of the subscriber, users, or others, by improper use of the services, or by use of equipment provided by the subscriber, users, or others.

2.4.7 The subscriber must pay for the loss through theft of any Envisage equipment installed at subscriber's premises.

2.4.8 Subscriber to Envisage's operator services shall place tent cards, phone stickers or other printed documentation furnished by or with the approval of Envisage on or in close proximity to all telephones capable of accessing Envisage's services and shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable. These tent cards, stickers, or other printed documentation shall comply with all applicable posting requirements.

Issued: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

Effective: _____

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.9 The subscriber to Envisage's operator services shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than Envisage unless the appropriate waiver and/or other necessary approval has been obtained from the governing regulatory body.

2.5 Responsibilities of the User

2.5.1 The user is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber.

2.5.2 The user is responsible for compliance with the applicable regulations set forth in this tariff.

2.5.3 The user is responsible for establishing its identity as often as necessary during the course of a call.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the User (Cont'd)

2.5.4 The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number when necessary.

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Envisage may immediately discontinue services to a subscriber or may withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due Envisage for more than thirty days after issuance of the bill for the amount due,
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Envisage's services,
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Envisage from furnishing its services.
- (E) The use of telephone service for any other location or purpose than that described in the customer's application for service.
- (F) Failure to provide Envisage with an advance payment to insure payment of bills in accordance with the regulations hereunder.

2.6.2 Without incurring liability, Envisage may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and Envisage's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.3 Service may be discontinued by Envisage, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Envisage deems it necessary to take such action to prevent unlawful use of its service. Envisage will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.7 Billing Arrangements - Operator Assisted Services

2.7.1 Collect, Calling Card, and Charge Third Party Calls

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Envisage or its intermediary with the applicable telephone company.

2.7.2 Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Validation of Credit

Envisage reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Envisage may refuse to place the call.

2.9 Contested Charges

For consideration of any disputed charge, a user must submit in writing to Envisage, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. Envisage will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

2.10 Billing Entity Conditions

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

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.11 Deposits

Envisage does not require a deposit from the subscriber.

2.12 Taxes

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.13 Emergency Services

Calls to emergency service agencies (police, fire, ambulance, etc.) will be completed at no charge.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Payment and Billing of Envisage Direct Dial Service Customers

2.14.1 Direct Dial Service to customers is provided and billed on a monthly basis. Envisage will assign each new customer to a monthly billing cycle, and reserves the right to reassign billing cycles at any time. Customers initiating service after the start of a billing cycle will be billed at the next monthly billing cycle. Any minimum billing cycle usage, usage requirements and minimum billing usage charges shall be pro-rated based on 30 days per month in accordance with the number of days Envisage's service was capable of being utilized by a customer during a billing cycle. Billing is payable upon receipt. All bills will show a delinquent date of not less than twenty (20) days from the bill date. However, Envisage may demand immediate payment under the following circumstances:

- (A) Where service is terminated or abandoned.
- (B) Where toll service is two (2) times greater than the customer's average usage as reflected on the customer's bills for the three (3) previous billing cycles, or, in the case of a new customer who has been receiving service for less than four (4) billing cycles, where the toll service is twice the estimated per billing cycle toll service.
- (C) Where Envisage has reason to believe that a business subscriber will abandon service or bankruptcy is imminent for the subscriber.
- (D) When a bill for the immediately preceding billing cycle is issued and the subscriber continues to have an outstanding delinquency for payment of an earlier billing cycle(s)

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Payment and Billing of Envisage Direct Dial Service Customers (Cont'd)

2.14.1 (Cont'd)

2.14.2 The demand for immediate payment will be accompanied by a bill that itemizes the charges for which payment is demanded, or, if the demand is made orally, an itemized bill will be mailed or delivered to the customer within three (3) days after the demand is made. If Envisage cannot present an itemized bill, it will present a summarized bill that includes the customer's name and address and the total amount due.

2.14.3 The customer is responsible for payment of all charges for services provided by Envisage from the Customer's location except for charges incurred by End Users and billed to a valid credit card, calling card or telephone number. Charges for installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by Envisage. Recurring charges and non-recurring charges, if any, are billed in advance and shall not be prorated for any period. The initial billing will include the charges, if any, for the first billing cycle's minimum charges. The initial billing may, at Envisage's option, also include one billing cycle's estimated usage billed in advance. Thereafter, charges based on actual usage during a billing cycle will be billed each cycle in arrears.

2.14.4 If a customer has no usage for three consecutive billing cycles, Envisage may: 1) stop sending such customer a bill until such customer uses Envisage's system, and/or 2) cancel such customer's authorization code, if any. If Envisage cancels such customer's authorization code, it will be reinstated at the customer's request if the customer complies with all of Envisage's then rules and regulations.

2.14.5 All applicable taxes, charges, exaction, fees, or the like that must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged and collected from the customer.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Payment and Billing of Envisage Direct Dial Service Customers (Cont'd)

2.14.6 The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

2.14.7 If notice of a dispute as to charges is not received, in writing or by telephone, by Envisage within thirty (30) days after a billing invoice is issued, the invoice shall be considered correct and binding on the customer.

2.14.8 In the event that a check or draft tendered to Envisage by a customer or applicant is returned, a returned check fee will apply. The returned check fee will be assessed when a check or instrument of payment issued by a customer or applicant is returned without payment for any reason whatsoever, including without limitation unauthorized signature, missing or incorrect information, or insufficient or uncollected funds. Envisage may waive the returned check fee upon presentation of documentary evidence by the customer that the return of the check was due to bank error. The amount of the returned check charge is set forth in Section 4.

2.15 Terminal Equipment

2.15.1 Envisage's facilities and service may be used with, or terminated in, customer-provided terminal equipment or customer-provided communications systems, such as tele-printers, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like, incurred in his use of Envisage's service.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Terminal Equipment (Cont'd)

2.15.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rule (47 C.F.R. 68.100) and shall not interfere with service furnished to other customers. These rules require that terminal equipment either be registered in accordance with FCC rules or connected through registered protective circuitry. Additional protective equipment, if needed, shall be employed at the customer's expense.

2.15.3 The customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by Envisage. The customer shall ensure that his terminal equipment is properly interfaced with Envisage's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage Envisage's equipment, injure personnel or degrade service to other customers.

2.15.4 If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Envisage's equipment, personnel, or the quality of service to other customers, Envisage may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Envisage may, upon written notice, terminate the customer's service immediately.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Terminal Equipment (Cont'd)

2.15.5 The customer shall not remove, dismantle, modify, repair, or otherwise tamper with any Envisage-owned terminal equipment, microprocessors or microprocessor call accounting system ("Envisage Equipment"). Customer shall be liable for any loss or damage to the Envisage equipment from fire, flood, storm, negligence, or other actions of the customer or any third party, or from any cause whatsoever, other than the actions of Envisage, normal wear and tear resulting from the proper use of Envisage equipment excepted. The customer shall, at reasonable times, provide Envisage access to its premises for the purpose of installing, maintaining, inspecting and removing Envisage equipment.

2.16 Minimum Service Period

The customer minimum period for service is one complete month.

2.17 Advance Payments

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

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE

3.1 Timing of Calls

Billing for calls placed over the Envisage network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one minute increments, and no customer will be billed for an uncompleted call.

3.1.1 Collect Calls - Timing begins when the called party accepts the responsibility for payment.

3.1.2 Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

3.1.3 All Other Calls - Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration, unless otherwise provided herein.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Envisage uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

FORMULA =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.3 Service Offerings - Operator Assisted Service

The operator assisted services of Envisage consist of the provision of collect, approved telephone company calling card, credit card, room charge, billed to a third number (third party) and person-to-person call services provided to users pursuant to arrangements established by Envisage's subscribers. The applicable rates for these services are set forth in Section 4 of this tariff.

3.4 Directory Assistance

Envisage directory assistance service charges are as set forth in Section 4 of this tariff.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings

There are four types of "customer-billed" services offered to Envisage customers: Common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telecommunications Service (WATS), Inbound 800 service (800) and 800 Travel Service. The customer's total monthly use of Envisage's service is charged at the applicable rates per minute set forth herein and is based on the airline mileage between the points, where applicable, as determined by the formula in Sec. 3.2, Calculation of Distance. For customer-billed services, Envisage will offer variable rate plans designed specifically to meet the customer's needs. Such variable rate plan may take into account the customer's calling patterns, volume of usage, billing requirements and/or other special requirements. At Envisage's option, a contract tariff may be required. The applicable rates for these services are set forth in Section 4 of this tariff.

3.5.1 Message Toll Service (MTS)

MTS service is a measured use, full time service and is offered on a monthly basis, utilizing inter-city communications facilities shared among multiple users. The individual customer's basic monthly charges for the use of such inter-city communications facilities are based upon the time of day, the total minutes the customer utilizes such facilities and the distance of each call. For each call under the MTS option, the minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute, and with the fraction, if any, of the last minute of each call

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.1 (Cont'd)

rounded up to the next highest tenth of one minute, unless stated otherwise. For plans that offer a volume discount, interstate and intrastate calls (except directory assistance calls) will be aggregated to determine the customer's volume level achieved in a monthly billing cycle.

(A) Customer Account Codes

Sub-accounting codes on a customer's bill, determined by the customer's input of up to four additional numbers after dialing a telephone number, are available at no charge to the customer.

3.5.2 Envisage WATS Service (WATS)

Envisage WATS is a one-way outbound WATS service requiring the customer to originate calls via common or dedicated access facilities between the customer's premises and Envisage's POP and allowing the completion of calls via facilities leased by Envisage from other carriers. Dedicated access facilities are provided by the Local Exchange Carrier. Envisage will act as agent for the customer in ordering and installing such facilities. For each call under WATS option, the minimum charge shall be the applicable charge for one minute of use with use in excess of one minute, during a call charged at the applicable rate per minute, and with the fraction, if any, of the last minute of each call rounded up to the next highest tenth of one minute, unless stated otherwise. For plans that offer a volume discount, interstate and intrastate calls (except directory assistance calls) will be aggregated to determine the customer's volume level achieved in a monthly billing cycle.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.2 (Cont'd)

(A) Customer Account Codes

Sub-accounting codes on a customer's bill, determined by the customer's input of up to four additional numbers after dialing a telephone number, are available at no charge to the customer.

3.5.3 Envisage 800 Service

Envisage's 800 Service is the furnishing of dial-type intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Dedicated Access Facility of the customer.

(A) Availability of Envisage 800 Service

The furnishing of 800 service under this tariff will require certain physical arrangements of the facilities of the Local Exchange Carrier on the customer's behalf and is therefore subject to the availability of such facilities.

(B) Use of the 800 Service

1. Envisage 800 Service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(B) Use of the 800 Service (Cont'd)

2. Envisage 800 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes:

(a) The obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain, Envisage 800 Service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

(C) Provisioning Scope and Responsibility

Envisage 800 Service arrangements include account planning, testing, maintenance, billing service accuracy and customer inquiry responsibility. Local Exchange Company (LEC's) facilities are standard components of Envisage 800 Service arrangements. Envisage 800 Service includes access lines provided and billed as part of the service arrangements by the respective LEC. Envisage reserves the right to delay or defer service ordering and provisioning in locations where billing capability and facilities are not available to Envisage and/or no customer demand exists.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(D) Limitation of 800 Service

Envisage 800 Service is furnished upon the condition that the subscriber contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Carrier. The Carrier may terminate or refuse to furnish Envisage 800 Service to any applicant, without incurring any liability, if the use of the service would interfere with or impair any service rendered by the Carrier.

Issued: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

Effective: _____

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(E) Reservation and Release of Numbers for Envisage 800 Service

1. Envisage will accept a prospective 800 Service customer's request for a particular 800 Service telephone number (limit one (1)), and will reserve such numbers(s) on a first come, first serve basis. All requests for 800 Service telephone number reservations must be made in writing, dated and signed by a responsible representative of the customer. Envisage does not guarantee the reservation of a number. The Envisage 800 Service telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer, providing the customer subscribes to Envisage 800 Service within ten (10) days of the reservation of said number, provides acceptable credit information and uses the Service within an additional 90 day period. If the customer who has received a number does not subscribe to and use the Service within the appropriate 10 and 90 day periods specified above, Envisage reserves the right to make the number available for use by another customer in accordance with the terms in this section.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(E) (Cont'd)

2. A prospective Envisage 800 Service customer may reserve not more than one (1) Envisage 800 Service telephone number. Nothing herein, or in any other provisions of this tariff, or in any marketing materials issued by the company, shall give any person, including a prospective customer who has reserved a Envisage 800 Service telephone number hereunder and a customer who subscribes to and uses Envisage 800 Service, or their transferees or assignees, any ownership interest or proprietary right in any given Envisage 800 Service telephone number, which may be changed at any time due to circumstances beyond the control of Envisage. A customer who sells an ongoing operating business for which Envisage 800 Service telephone number has been in use may transfer the right to continue to use the Envisage 800 Service telephone numbers as long as Envisage is able to transfer such number under its servicing agreement with any other carrier participating in providing the service. If a Envisage 800 Service customer terminates the service, any Envisage 800 Service telephone number that had been assigned to said customer will be forfeited and revert to Envisage, unless

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(E) (Cont'd)

2. if specifically assigned to and properly processed by an alternative 800 service provider. If proper notice is not given by customer to Envisage regarding cancellation of 800 service, as set forth within this tariff and any other governing document such as Customer Subscription Agreement, Envisage immediately retains all rights to and interest in such 800 number, and is free to reassign such number to itself or any other properly authorized 800 service customer.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(F) 800 Travel Service

800 Travel Service is a measured use, non-distance-sensitive, non-time-of-day-sensitive, communications service whereby customers can access Envisage's switch via an 800 number and, upon entry of a valid authorization code and phone number, complete a call from any touch tone phone. All customers of Envisage will, upon request, be given an authorization code to use with Envisage's 800 Travel Service.

1. Customer Account Codes

Sub-accounting codes on a customer's bill, determined by the customer's input of up to four additional numbers after dialing a telephone number, are available at no charge to the customer.

(G) Special Promotional Offerings

From time to time Envisage may provide certain special promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

1. Demonstration Calls

Envisage may demonstrate, from time to time, its service by offering three minute promotional/demonstration calls at no charge to prospective customers. These promotional/demonstration calls will originate only from distinct temporary demonstration booths.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.5 Direct Dial Communications Service Offerings (Cont'd)

3.5.3 (Cont'd)

(G) (Cont'd)

2. Discounts and Free Usage

Envisage may offer from time to time certain discounts or free usage to business and residential Customers as a promotional offering.

(H) Discount Plans

Envisage services may be offered in conjunction with certain volume discount plans, which are based upon the Customer's total billed usage of the Envisage network, or provided in exchange for certain network term commitments, or other stipulated conditions which may be described herein. Volume discount stages are determined by total dollar usage billed to an end user receiving such discount, including interstate and international usage. Recurring monthly charges, set up fees, installation costs or other such costs not directly applicable to the actual transmission of interexchange communications are not included in the volume discount, unless otherwise specified herein. Network term commitments refer to discounted usage charges that may be offered in consideration of certain contractual obligations regarding the Customer's service period. These discounts are non-transferable and do not necessarily apply to additional services as may be requested by the Customer beyond the terms of the discounted commitment. Discounts as described in this tariff apply only to those services described in this tariff.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4. RATES

This section sets forth the rates and charges applicable to Carrier's Metered Use Service offering. The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and a measured usage charge dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute unless otherwise provided herein.

The rates set forth in this section are applicable to calls originating and terminating within the state. Charges may be billed to the subscriber, a local telephone number, major credit card or to the called party.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4. RATES (Cont'd)

4.1 Usage Charges - Operator Assisted Services

4.1.1 Day Rate Period: Calls placed from 8 a.m. to 5 p.m. Monday - Friday will be billed at the following rates:

<u>RATE MILEAGE</u>	<u>FIRST MINUTE</u>	<u>EACH ADDITIONAL MINUTE</u>
0-10	\$0.3000	\$0.3000
11-22	\$0.3000	\$0.3000
23-55	\$0.3000	\$0.3000
56-124	\$0.3000	\$0.3000
125-292	\$0.3000	\$0.3000
293-430	\$0.3000	\$0.3000
431 and over	\$0.3000	\$0.3000

Billing in one (1) minute increments -- one (1) minute minimum.

4.1.2 Evening Rate Period: Calls placed from 5 p.m. to 1 p.m., Sunday - Friday and carrier recognized holidays will be billed at the following rates:

<u>RATE MILEAGE</u>	<u>FIRST MINUTE</u>	<u>EACH ADDITIONAL MINUTE</u>
0-10	\$0.3000	\$0.3000
11-22	\$0.3000	\$0.3000
23-55	\$0.3000	\$0.3000
56-124	\$0.3000	\$0.3000
125-292	\$0.3000	\$0.3000
293-430	\$0.3000	\$0.3000
431 and over	\$0.3000	\$0.3000

Billing in one (1) minute increments -- one (1) minute minimum.

Issued by: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4. RATES (Cont'd)

4.1 Usage Charges - Operator Assisted Services (Cont'd)

4.1.3 Night/Weekend Rate Period: Calls placed from 11 p.m. to 8 a.m. Sunday - Friday, all day Saturday, and from midnight to 5 p.m. Sunday will be billed at the following rates:

<u>RATE MILEAGE</u>	<u>FIRST MINUTE</u>	<u>EACH ADDITIONAL MINUTE</u>
0-10	\$0.3000	\$0.3000
11-22	\$0.3000	\$0.3000
23-55	\$0.3000	\$0.3000
56-124	\$0.3000	\$0.3000
125-292	\$0.3000	\$0.3000
293-430	\$0.3000	\$0.3000
431 and over	\$0.3000	\$0.3000

Billing in one (1) minute increments -- one (1) minute minimum.

4.1.4 Telecommunications Devices for the Deaf (TDD)

Intrastate toll message rates for TDD users shall be provided at 25% discount off day rates for calls made from 8 a.m. to 5 p.m. Monday - Friday. TDD users shall be charged a rate of 50% off the day time rates for calls made from 5 p.m. to 8 a.m., Monday - Friday and carrier recognized holidays, and all day Saturday and Sunday.

TDD users activate this discount by first notifying Envisage via its posted 1-800 telephone number that such TDD equipment will be used during a specific call, or by contacting its customer service agents to receive a post billing credit.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4. RATES (Cont'd)

4.2 Operator Surcharges

All operator assisted calls are subject to operator surcharges. These charges apply on a per call basis and will be included with usage charges on a user's monthly invoice of charges.

	<u>Charge</u>
Person-to-Person Calls	\$3.25
Customer Dialed Calling Card	\$1.75
Operator Station Collect	\$1.75
Operator Station Third Party	\$1.75
All Other Operator-Assisted Station-to-Station Calls	\$1.75
Operator Dialed Surcharge	\$1.15

4.2.1 Directory Assistance

Directory Assistance:	\$0.60 per call
Billed to a Calling Card:	\$0.80 per call
Billed to other than a Calling Card:	\$1.00 per call

4.3 Charges For Operator Services From Privately Owned (Non-LEC) Pay Telephones

For Envisage operator assisted calls placed from privately owned pay telephones, the operator services charges in 4.2 and the undiscounted usage charge in 4.1 above apply, plus a \$0.25 surcharge per call.

4.4 Subscriber Surcharges

Envisage will not bill users for any surcharges or other fees for services provided pursuant to this tariff, either for its own account or on behalf of the subscriber, other than as expressly set forth in this tariff.

4.5 Returned Check Charge

Envisage shall assess a charge of \$20.00 per returned check.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4. RATES (Cont'd)

4.6. MTS

A. ENVISAGE RESIDENTIAL SERVICES

1. Envisage 1 Plus

<u>Time of Day</u>	<u>Rate (\$ Per Minute)</u>
DAY	0.2000
EVENING	0.1800
NIGHT	0.1600

Billing in one (1) minute increments -- one (1) minute minimum.

2. Envisage 800

<u>Time of Day</u>	<u>Rate (\$ Per Minute)</u>
DAY	0.3000
EVENING	0.2800
NIGHT	0.2600

Monthly recurring charge: \$2.50
Account Establishment fee: \$5.00

Billing in one (1) minute increments -- one (1) minute minimum.

Issued: _____ Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4 - RATES (Cont'd)

4.6. MTS (Cont'd)

A. ENVISAGE RESIDENTIAL SERVICES (Cont'd)

3. Envisage Travel Calling Card

<u>Time of Day</u>	<u>Rate (\$ Per Minute)</u>
DAY	0.3500
EVENING	0.3300
NIGHT	0.3100

Card Surcharge, per completed call:

Direct Dialed:	\$0.50
Operator Assisted:	\$0.75

Billing in one (1) minute increments -- one (1) minute minimum.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
 Envisage, Inc.
 16620-B San Pedro
 San Antonio, Texas 78232

SECTION 4 - RATES (Cont'd)

4.6. MTS (Cont'd)

B. ENVISAGE BUSINESS SERVICES

1. Envisage WATS

<u>Time of Day</u>	<u>Rate (\$ Per Minute)</u>
DAY	0.1600
EVENING	0.1400
NIGHT	0.1200

Volume discounts, based upon total monthly usage:

<u>Billed Amount (\$)</u>	<u>Discount (%)</u>
0.00 - 49.99	0.0
50.00 - 199.99	2.5
200.00 - 499.99	5.0
500.00 - 1,499.99	7.5
1,500.00 - over	10.0

Billing in six (6) second increments -- thirty (30) second minimum.

2. Envisage WATS National

A direct-dial 1 Plus service designed to offer national origination to business customers at a flat rate. No volume or time of day discounts apply. Billed in thirty (30) second increments – thirty (30) second minimum.

Flat Rate Per Minute: \$0.1500

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4 - RATES (Cont'd)

4.6. MTS (Cont'd)

B. ENVISAGE BUSINESS SERVICES (Cont'd)

3. Envisage 800

<u>Time of Day</u>	<u>Rate (\$ Per Minute)</u>
DAY	0.2500
EVENING	0.2300
NIGHT	0.2100

Volume discounts, based upon total monthly usage:

<u>Billed Amount (\$)</u>	<u>Discount (%)</u>
0.00 - 49.99	0.0
50.00 - 199.99	2.5
200.00 - 499.99	5.0
500.00 - 1,499.99	7.5
1,500.00 - over	10.0

Sign Up Fee: \$10.00 Monthly minimum \$10.00

Billing in six (6) second increments -- thirty (30) second minimum.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

SECTION 4 - RATES (Cont'd)

4.6. MTS (Cont'd)

B. ENVISAGE BUSINESS SERVICES (Cont'd)

4. Envisage Business Travel Card

<u>Time of Day</u>	<u>Rate (\$ per minute)</u>
DAY	0.2700
EVENING	0.2500
NIGHT	0.2300

Card surcharge, per completed call:

Direct Dialed	\$0.50
Operator Assisted	\$0.75

Billing in six (6) second increments -- thirty (30) second minimum.

5. Envisage Business Travel Plus

A flat rate travel calling card with volume discounts based upon total monthly usage. No surcharges apply for either direct or operator-assisted dialing.

Flat rate per minute: \$0.30

<u>Billed Amount (\$)</u>	<u>Discount (%)</u>
0.00 - 49.99	0.0
50.00 - 199.99	2.5
200.00 - 499.99	5.0
500.00 - 1,499.99	7.5
1,500.00 - 2,499.99	10.0
2,500.00 - over	12.5

Billing in six (6) second increments -- thirty (30) second minimum.

Issued: _____

Effective: _____

Issued by: Terry R. Houston, President & COO
Envisage, Inc.
16620-B San Pedro
San Antonio, Texas 78232

EXHIBIT

ENVISAGE, INC.
d/b/a ENVISAGE TEXAS, INC.

Response To Items No. 23(a) and 23(b)

Envisage, Inc.

d/b/a Envisage Texas, Inc.

Experience of Key Management

Timothy G. Dixon – Chairman & Chief Executive Officer

Mr. Dixon brings over 20 years of business management experience from a wide range of industries to the Company. Mr. Dixon founded Construction LTD in 1981, and has grown that business from start-up to “Top 25” status among general contractors in the Houston, Texas area. Construction LTD generates over \$80 million in revenues from commercial, institutional, educational and government construction projects. Mr. Dixon is also a partner in Vista Analytics, L.L.C., a financial advisory and backoffice service provider firm with \$1.5 billion in assets under management. Mr. Dixon is also a major shareholder of Hyperdynamics Corporation, a publicly-traded concern that provides multi-faceted integration and Web-based platforms and solutions to businesses, and is also an AT&T-authorized backbone reseller.

Terry R. Houston – President & Chief Operating Officer

Mr. Houston brings close to 30 years of direct telecommunications experience to the Company. He has previously managed several large telecommunications companies, helping to design and implement national sales and marketing plans. In 1997, he co-founded U.S. Operators, Inc., an operator services provider with national operations, where he most recently served as Executive Vice President and COO. Mr. Houston founded Long Distance Network, Inc. in 1989, serving as Chairman & CEO until that company was acquired in 1994. Prior to that, Mr. Houston was Vice President of Sales for Claydesta Communications, Inc. for two years, where he successfully increased sales from \$32 million to \$65 million during his tenure. Mr. Houston’s experience also includes serving as Vice President of Sales & Customer Service for Metromedia Long Distance, Inc., where he managed sales to a level of \$170 million.

EXHIBIT

ENVISAGE, INC.
d/b/a ENVISAGE TEXAS, INC.

Response To Item No. 23 (c)

Envisage, Inc. d/b/a Envisage Texas, Inc.

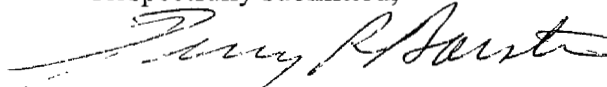
Financial Capability

The undersigned, Terry R. Houston, being President & C.O.O. of Envisage, Inc. d/b/a Envisage Texas, Inc., hereby affirms that the unaudited financial statements submitted with the attached "Application Form For Authority To Provide Interexchange Telecommunications Service Between Points Within The State Of Florida" are true and correct to the best of his knowledge and belief.

Further, the undersigned affirms that:

1. Applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served;
2. Applicant has sufficient financial capability to maintain the requested service; and
3. Applicant has sufficient capability to meet its lease or ownership obligations.

Respectfully submitted,



ENVISAGE, INC.

d/b/a ENVISAGE TEXAS, INC.

Terry R. Houston

President & COO

Dated: December 04, 2001