



ORIGINAL

September 30, 1997
Overnight

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oaks Boulevard
Gerald L. Gunter Bldg. Room 270
Tallahassee, FL 32399-0850

991268-TI

Tel: 407-740-8575
Fax: 407-740-0613

RE: Initial Application of FoxTel, Inc. to Provide Resold Interexchange Telecommunications Services in Florida

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and twelve copies of the above referenced application of FoxTel, Inc. to provide resold Interexchange Telecommunications Services in Florida.

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

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

Thank you for your assistance.

Sincerely,

Mark G. Lammert
Consultant to FoxTel, 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:

M.S.

Enclosures

cc: Bill Custer - FoxTel, Inc.

File: FoxTel, Inc. - FL
TMS: FLo9700

DOCUMENT NUMBER-DATE

10092 OCT-26

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

Application Form

for

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

To: Florida Public Service Commission
Division of Records and Reporting
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

1. **This is an application for:**

- 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:**

FoxTel, Inc.

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

FoxTel, Inc.

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

FoxTel, Inc.
200 South Virginia Street
Suite 550
Reno, Nevada 89501
Telephone: (702) 786-6400
Facsimile: (702) 786-6443
Toll Free: (888) 3FOXTEL (888-336-9835)

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

No Florida Address. Headquarters address same as above.

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 partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:

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

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

9. If incorporated, please give:

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

See: Attachment I.

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

NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301

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

Fictitious name registration number: not applicable

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

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

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

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

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

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

(a) The application:

Mark G. Lammert
Consultant to FoxTel, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

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

William Custer
200 South Virginia Street
Suite 550
Reno, Nevada 89501
Telephone: (702) 786-6400
Facsimile: (702) 786-6443

(c) Tariff:

Mark G. Lammert
Consultant to FoxTel, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

(d) Complaints/Inquiries from customers:

William Custer
200 South Virginia Street
Suite 550
Reno, Nevada 89501
Telephone: (702) 786-6400
Facsimile: (702) 786-6443

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.
Texas, Utah and Virginia.

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

Arizona, California, Colorado, Hawaii, Idaho, Nevada and Pennsylvania. The applicant is preparing applications for filing in numerous states where certification is required.

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

See 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 carrier or other telecommunications entity, and the circumstances involved.

None.

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

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> | |

13. Do you have a marketing program?

Yes.

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 13 (to whom, what amount, type of franchise, etc.).

Sales compensation is partly based on commissions paid on collected revenues.

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

- Residential customers
- PATS providers
- Hotels & motels
- Universities
- Other:(specify) Any person or entity who orders or uses the services of Foxtel, Inc.
- Business customers
- PATS station end-users
- Hotel & motel guests
- Univ. dormitory residents

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?

The Company's name will appear on the customer bill along with a telephone number for billing inquiries.

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

The company will render bills for its 1+ services directly. Once the company has finalized its operator services arrangements, certain operator assisted calls will be billed through a third party clearinghouse not yet selected.

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 Attachment II.

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)
(For ex. 1.544 mbps, DS-3, etc.)
- Travel service
 - Method of access is 950
 - Method of access is 800
- 900 service
- Operator Services
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, 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 that were checked in services included (above).

For direct dialed calls: 1 + destination number

For Operator Assisted calls: 0+ destination number from presubscribed locations.

21. Other: Not applicable.

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax, or other currently applicable percentage, must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Wm Custer
William Custer, President
FoxTel, Inc.

9-22-97
Date

APPENDICES

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes
- E - Glossary

ATTACHMENTS:

- I - Florida Secretary of State Registration
- II - Proposed Tariff

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, _____, 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.)



William Custer, President
FoxTel, Inc.

Date: 9-24-97

APPENDIX C

INTRASTATE NETWORK

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

1) None. 2)

3) 4)

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

1) None. 2)

3) 4)

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) | None | | |
| 2) | | | |
| 3) | | | |

FoxTel, Inc. does not maintain any interexchange carrier points of presence, switches or transmission facilities within the State of Florida. Originating calls are transported over facilities provided by the company's underlying carrier(s).

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)

Statewide.

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).

Not applicable.

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:

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

Not applicable.

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

Not applicable.

William A. Custer
William Custer, President
FoxTel, Inc.

9-24-97
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.

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

Jacksonville
Gainesville
Daytona Beach
Ocala
Orlando
Cocoa
Melbourne
West Palm Beach
Miami
Pensacola
Panama City
Tallahassee
Titusville

Tampa
Clearwater
St. Petersburg
Lakeland
Winter Park
Ft. Lauderdale
Pompano Beach
Hollywood
North Dade
Sarasota
Ft. Myers
Naples

The company intends to offer its services statewide.

William Custer
William Custer, President
FoxTel, Inc.

9-24-97
Date

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

State of Florida



Department of State

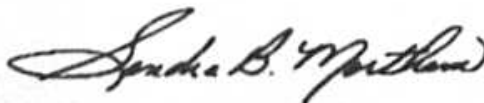
I certify the attached is a true and correct copy of the application by FOXTEL, INC., a Nevada corporation, authorized to transact business within the State of Florida on July 24, 1997 as shown by the records of this office.

The document number of this corporation is F97000003906.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-fifth day of July, 1997



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF
FoxTel, Inc.,
a Nevada Corporation

William A. Custer and Nicholas J. Haswell certify that:

1. They are the president and the secretary, respectively of FoxTel, Inc., a Nevada Corporation (the "Corporation").
2. The following is a true and correct copy of the Amended and Restated Articles of Incorporation of FoxTel, Inc., a Nevada corporation.

ARTICLE I

Name

The name of the corporation is:

FOXTEL, INC.

ARTICLE II

Duration

The duration of the corporation is perpetual.

ARTICLE III

Purposes

The purposes for which this corporation is organized are:

Section 1. To engage in any lawful business under Nevada law and to that end to own, acquire, improve, develop, sell, lease and convey lands, mineral claims, building, personal property or any right, title, or interest therein;

Section 2. To purchase or otherwise acquire, own, mortgage, sell, manufacture, assign and transfer or otherwise dispose of, invest, trade, deal in with real and personal property, of every kind, class and description.

Section 3. To issue promissory notes, bonds, debentures, and other evidences of indebtedness in the furtherance of any of the stated purposes of the corporation.

Section 4. To enter into or execute contracts of any kind and character, sealed or unsealed, with individuals, firms, associations, corporations (private, public or municipal), political subdivisions of the United States or with the Government of the United States.

Section 5. To acquire and develop any interest in patents, trademarks and copyrights connected with the business of this corporation.

Section 6. To borrow money, without limitation, and give a lien on any of its property as security for any borrowing.

Section 7. To acquire by purchase, exchange or otherwise, all or any part of, or any interest in, the properties, assets, business and good will of any one or more persons, firms, associations, or corporation either within or out of the State of Nevada heretofore or hereafter engage in any business for which a corporation may own or hereafter be organized under the laws of the State of Nevada; pay for the same in cash, property or the corporation's own or other securities; hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, assume or guaranty performance of any liabilities, obligations or contracts of such persons, firms, associations or corporation, and to conduct the whole or any part of any business thus required.

Section 8. To purchase, receive, take, acquire or otherwise acquire, own and hold, sell, lend, exchange, reissue, transfer or otherwise dispose of, pledge, use, cancel, and otherwise deal in and with the corporation's shares and its other securities from time to time to the extent, in the manner and upon terms determined by the Board of Directors; provided that the corporation shall not use its funds or property for the purchase of its own shares of capital stock when its capital is impaired or when the purchase would cause any impairment of the corporation's capital, except to the extent permitted by law.

Section 9. To reorganize, as an incorporator, or cause to be organized under the laws of any State of the United States of America, or of any commonwealth, territory, agency or instrumentality of the United States of America, or of any foreign country, a corporation or corporations for the purpose of conducting and promoting any business or purpose for which corporation may be organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations, or to cause the same to be dissolved, wind up, liquidated, merged or consolidated.

Section 10. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects herein enumerated, or which shall at any time appear conducive to or expedient for the protection or benefit of the corporation.

Section 11. engage in any lawful business or activity which may be conducted under the laws of the State of Nevada or nation wherein this corporation shall be authorized to transact business.

Article IV

Capitalization

Section 1. The corporation is authorized to issue one class of shares, which may be designated "common" shares. The total authorized number of shares that may be issued is 1,000 shares, no par value. The Board of Directors may from time to time amend or restate these Articles to increase, decrease, or reclassify the corporation's authorized shares of stock.

Article V

Resident Agent

The resident agent for this corporation shall be: Nancy Gaches

The mailing and street address of the resident agent in the state of Nevada, shall be: c/o Paracorp, 318 North Carson Street, Suite 208, Carson City, Nevada 89701.

The corporation may maintain such other offices, either within or out of the State of Nevada, as the Board of Directors may from time to time determine or the business of the corporation may require.

Article VI

Directors

The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the Bylaws of this corporation, providing that the number of directors shall not be reduced to less than one (1).

The names of the Board of Directors shall be three in number and listed as follows:

Morris J. Jacobs
William A. Cust
Nicholas J. Haswell

at the respective addresses listed below:

937 Tahoe Blvd, Suite 120
P.O. Box 7525
Incline Village, NV 89452

804 Nixon Avenue
Reno, NV 89509

937 Tahoe Blvd, Suite 120
P.O. Box 7525
Incline Village, NV 89452.

Article VII

Indemnification

Section 1. The corporation may indemnify to the full extent authorized or permitted by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Nothing contained herein shall affect any rights to indemnification to which employees other than directors or officers may be entitled by contract or law. No amendment or repeal of this Section I of Article VII shall apply to or have any effect

on any right to indemnification provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

Section 2. In furtherance and not in limitation of the powers conferred by statute:

- (1) the corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is serving at the request of the corporation as a director, officer, employee or agent of any corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of law; and
- (2) the corporation may create a trust fund, grant a security interest and/or use other means (including without limitation, letters of credit, surety bonds or guaranty), as well as enter into contracts providing indemnifications to the full extent authorized or permitted by law and including as part thereof provisions with respect to any or all of the foregoing to ensure the payment of such amounts as may become necessary to effect indemnification as provided therein, or elsewhere.

3. The Amended and Restated Articles of Incorporation set forth above have been duly approved by the Corporation's board of directors in accordance with Section 78.390 (a) of the Nevada General Corporation Law by resolutions duly adopted at a Special Meeting of the Board of Directors held August 27, 1997.

4. The Amended and Restated Articles of Incorporation have been duly approved by the required vote of shareholders in accordance with Section 78.390(b) of the Nevada General Corporation Law. The total number of outstanding shares of the Corporation at the time of shareholder approval was 500. The number of shares voting in favor of the amendment was at least a majority of each class of stock outstanding and entitled to vote thereon.

The undersigned hereby declares and certifies that the matters set forth in the foregoing certificate are true and correct to his knowledge and that this certificate was executed on August 27, 1997 at Las Vegas, Nevada.


WILLIAM A. CUSTER,

President


NICHOLAS J. HASWELL,

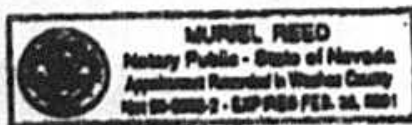
Secretary

STATE OF NEVADA)
) SS
COUNTY OF Washoe)

On August 27, 1997, before me, _____, notary public, personally appeared William A. Custer, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Muriel Reed
Notary Public



STATE OF NEVADA

COUNTY OF Washoe

)
) SS
)

On August 2, 1997, before me, Susan Zangara, notary public, personally appeared Nicholas J. Harwell, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan Zangara
Notary Public



ATTACHMENT II

PROPOSED TARIFF

ATTACHMENT II

PROPOSED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
FoxTel, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by FoxTel, Inc. ("FoxTel") with principal offices located at 200 South Virginia Street, Suite 550, Reno, Nevada 89501. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

CHECK SHEET

This tariff contains Sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

| SHEET | REVISION | SHEET | REVISION |
|--------------|-----------------|--------------|-----------------|
| 1 | Original | 28 | Original |
| 2 | Original | 29 | Original |
| 3 | Original | 30 | Original |
| 4 | Original | 31 | Original |
| 5 | Original | 32 | Original |
| 6 | Original | 33 | Original |
| 7 | Original | 34 | Original |
| 8 | Original | 35 | Original |
| 9 | Original | 36 | Original |
| 10 | Original | 37 | Original |
| 11 | Original | 38 | Original |
| 12 | Original | 39 | Original |
| 13 | Original | 40 | Original |
| 14 | Original | 41 | Original |
| 15 | Original | 42 | Original |
| 16 | Original | | |
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| 25 | Original | | |
| 26 | Original | | |
| 27 | Original | | |

ISSUED:**EFFECTIVE:**

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

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ISSUED:

EFFECTIVE:

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

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SYMBOLS

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

D - Delete or Discontinue

I - Change Resulting in an Increase to a Customer's Bill

M - Moved from another Tariff Location

N - New

R - Change Resulting in a Reduction to a Customer's Bill

T - Change in Text or Regulation but no Change in Rate or Charge.

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

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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 with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 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.
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the 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 with the FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

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

| | | |
|------|---|------------------------------------|
| C.O. | - | Central Office |
| FCC | - | Federal Communications Commission |
| FPSC | - | Florida Public Service Commission |
| IXC | - | Interexchange Carrier |
| LATA | - | Local Access and Transport Area |
| LEC | - | Local Exchange Carrier |
| MTS | - | Message Telecommunications Service |
| PBX | - | Private Branch Exchange |

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Con't.)**1.2 Definitions**

Access Line - An arrangement which connects the Customer's location to a FoxTel, Inc. switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the End User. For calls placed on an Collect Billing basis, the Called Party accepts responsibility for payment of the charges for use of services provided by FoxTel, Inc..

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - The Florida Public Service Commission.

Company - FoxTel, Inc. ("FoxTel") unless otherwise indicated by the context.

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

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Debit Account - An account which consists of a prepaid usage balance depleted on a real time basis during each Debit Service Call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Company's network.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**1.2 Definitions, (Cont'd)**

Debit Service Call - A service accessed via a Toll Free (i.e. 800/888) number or other access code dialing sequence whereby the customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Debit Account.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

FoxTel - Used throughout this tariff to refer to FoxTel, Inc.

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Operator Assisted Calls - Calls placed by dialing 0 + (area code) + (exchange) + (line number), i.e., "0+", or by dialing "00", with all subsequent dialing being performed by the telephone operator, i.e., "00". The following are examples of calls normally placed in this manner.

Calling Card Calls - Calls for which charges are billed not the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. An automated interface or a live operator's intervention is required to perform appropriate call completion functions and gather billing information on the calling card number to which the charges are to be billed.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**1.2 Definitions, (Cont'd)****Operator Assisted Calls, Cont'd.**

Collect Calls - Calls for which charges are billed, not to the originating telephone number, but to the destination or terminating telephone number. An automated interface or a live operator's intervention is required to obtain agreement for the called party to accept the charges.

Credit Card Calls - Calls for which charges are billed, not the originating telephone number, but to a general purpose credit card, such as VISA, MasterCard, or American Express. An automated interface or a live operator's intervention is required to perform appropriate call completion functions and gather billing information on the credit card account number to which the charges are to be billed.

Person to Person Calls - Calls which are placed under the stipulation that the caller will speak only to a specific called party, station or department, or an agreed upon substitute. An automated interface or live operator's intervention is required on calls of this type to determine whether the specified called party is available to accept the calls, satisfying the stipulation under which the call was placed.

Room Charge Calls - Calls for which charges are collected by the subscriber, normally a hotel, motel, or hospital, but including other institutions, from the guest or occupant of the room from which the call originated. Calls of this type require that FoxTel, Inc. communicate the call detail and charges back to the originating subscriber location upon completion of the call.

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. An automated interface or a live operator's intervention is required to record the telephone number to which the charges are to be billed and to obtain agreement from the third party to accept the charges.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**1.2 Definitions, (Cont'd)**

Operator Services - The automated interface services or the live operator intervention services provided in connection with placing an Operator Assisted Call.

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.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Presubscribe - A method used to identify FoxTel, Inc. as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on FoxTel's network.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Switched Access - Where access between the Customer and the Company is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the Company.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

FoxTel is a resale common carrier providing intrastate direct dialed, inbound toll-free, travel card, debit card and operator assisted calling services to Customers within the State of Florida. FoxTel's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

FoxTel provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. FoxTel may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the FoxTel services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Applicability of Tariff

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

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement.

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations, (Cont'd)****2.3.2 Deposits**

The Company does not require a deposit from the Customer.

2.3.3 Advance Payments

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

2.3.4 Taxes and Billing Format

For all services other than Debit Card Services, the Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

2.3.5 Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Upon request, credit card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 hour in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd)****2.4.2 Inspection, Testing and Adjustment**

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

2.4.3 Liability

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

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

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

2.4.3 Liability (Cont'd)

- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

2.5 Minimum Service Period

The minimum service period is one month (30 days).

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.6 Refusal or Discontinuance by Company**

2.6.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. FoxTel will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.6.2 FoxTel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to FoxTel or its agents for the purpose of inspection and maintenance of equipment owned by FoxTel or its agents.
- (D) For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.6 Refusal or Discontinuance by Company, (Cont'd)****2.6.2 (Cont'd)**

- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect FoxTel's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by FoxTel or its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, FoxTel may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.8 Use of Service**

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

2.9 Employee Concessions

[Reserved for Future Use]

2.10 Terminal Equipment

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

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.15 Other Rules**

- 2.15.1** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.
- 2.15.2** The Company makes every effort to reserve 800/888 vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.3** The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.15.4** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.15.5** Toll free numbers (i.e. 800, 888) shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.2 Calculation of Distance**

Mileage measurements for rate schedules are based on the distance in airline miles between wire centers associated with the originating and terminating stations.

The distance between the originating and terminating points is calculated by using the industry standard "V" and "H" coordinates of the serving wire centers.

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center serving the Customer's location and the called/calling station.
- Step 2:** Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

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

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.4 Rate Periods

3.4.1 Time of Day Periods

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period: Monday through Friday, 8:00 AM to 5:00 PM*

Evening Rate Period: Sunday through Friday, 5:00 PM to 11:00 PM*

Night/Weekend Rate Period: All days, 11:00 PM to 8:00 AM* Saturday 8:00 AM to Sunday 5:00 PM*

* To, but not including

| | MON | TUES | WED | THUR | FRI | SAT | SUN |
|--------------------------|---------------------------|------|-----|------|-----|-----|-----|
| 8:00AM TO 5:00PM* | DAYTIME RATE PERIOD | | | | | | |
| 5:00PM TO 11:00PM* | EVENING RATE PERIOD | | | | | | EVE |
| 11:00PM TO 8:00AM* | NIGHT/WEEKEND RATE PERIOD | | | | | | |

* To, but not including

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.4 Rate Periods, cont'd****3.4.2 Holiday Rates**

The night/weekend rate applies to the following holidays unless a lower rate would normally apply.

| | | |
|------------------------|---|------------------------|
| New Year's Day | - | January 1 |
| Martin Luther King Day | - | As nationally observed |
| Washington's Birthday | - | As nationally observed |
| Independence Day | - | July 4 |
| Labor Day | - | As nationally observed |
| Thanksgiving Day | - | As nationally observed |
| Christmas Day | - | December 25 |

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.5 Service Offerings**

FoxTel provides direct dialed, inbound toll free, travel card, debit card, directory assistance and operator assistance services for communications originating and terminating within the State of Florida under terms of this tariff.

3.5.1 Direct Dial 1+ Service

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.5.2 Inbound Toll Free (i.e. 800/888) Service

Inbound Toll Free Service provides an in-bound Toll Free calling service to FoxTel Customers. The FoxTel Customer is billed for each Toll Free call, rather than the call originator. Calls terminate to the FoxTel Toll Free Customer via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.5 Service Offerings, cont'd.****3.5.3 Travel Card**

FoxTel's Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.5.4 Debit Card Services

FoxTel's Debit Service allows Customers to place direct dialed calls between locations within the State of Florida. Customers access the Company's network by dialing an 800/888 number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's account on a real time basis as the call progresses.

Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.5 Service Offerings, cont'd.****3.5.5 Directory Assistance**

Directory Assistance is available to Customers of FoxTel. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.5 Service Offerings, cont'd.****3.5.6 Operator Assisted Calling**

Operator Assisted Calling Services allow Customers to place calls using operator assistance for call completion or billing. The Company offers operator assisted ("0+") calling for specialized billing or call placement arrangements. When service is billed through another entity (i.e. the local exchange company) the terms of the billing entity apply. The following payment options are available to end users of FoxTel, Inc.'s service:

- A. Collect Calls - This option allows a call to be billed to the called number, provided that the called station accepts responsibility for payment of charges.
- B. Calling Card Calls - This option enables an end user to charge a call to a valid telephone company calling card.
- C. Credit Card Calls - This option enables an end user to charge a call to a valid major credit card (i.e. MasterCard, Visa, American Express, Discover, etc.).
- D. Originating Number Billing - This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

ISSUED:**EFFECTIVE:**

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.5 Service Offerings, cont'd.

3.5.6 Operator Assisted Calling, cont'd.

Operator Services rates and charges are in two billing increments. One increment is usage charges that are billed on a per minute basis. The second increment is a fixed surcharge applied to the Call on a per Call basis.

For billing purposes, call timing is rounded up to the nearest sixty (60) second increment after the initial minimum period of two (2) minutes. Usage charges are computed and rounded up to the nearest penny on a per call basis.

ISSUED:

EFFECTIVE:

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 4.0 - RATES, (Cont'd)**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. FoxTel will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

ISSUED:**EFFECTIVE:**

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 4.0 - RATES, (Cont'd)**4.2 Exemptions and Special Rates, (Cont'd)****4.2.3 Telecommunications Relay Service Rates**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

4.2.4 Directory Assistance

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

ISSUED:**EFFECTIVE:**

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 4.0 - RATES, (Cont'd)

4.3 Late Payment Charge

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

4.4 Return Check Charge

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

ISSUED:

EFFECTIVE:

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 4.0 - RATES, (Cont'd)**4.5 Direct Dial 1+ Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.180

4.6 Inbound Toll Free (800/888) Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.180

4.7 Travel Card Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.250

ISSUED:**EFFECTIVE:**

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 4.0 - RATES, (Cont'd)**4.8 Debit Card Service Rates**

FoxTel's Debit Cards are available in varying denominations. Debit Card service rates are not distance or time of day sensitive in nature. Holiday discounts do not apply.

Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.280

Debit Card Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's debit card accounts free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Company's trade mark, trade name, service mark or other image on the card.

4.9 Directory Assistance

Directory Assistance, Per Call - \$ 0.85

ISSUED:**EFFECTIVE:**

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

SECTION 4.0 - RATES, (Cont'd)

4.10 Operator Assisted Services

4.10.1 Usage Charges

For billing purposes, call timing is rounded up to the nearest sixty (60) second increment after the initial minimum period of two (2) minutes. Usage charges are computed and rounded up to the nearest penny on a per call basis.

| | Day | | Evening | | Night/Weekend | |
|---------|-------------------|-----------------|-------------------|-----------------|-------------------|-----------------|
| | Initial Increment | Add'l Increment | Initial Increment | Add'l Increment | Initial Increment | Add'l Increment |
| Current | \$ 0.550 | \$ 0.240 | \$ 0.550 | \$ 0.240 | \$ 0.550 | \$ 0.240 |

4.10.2 Per Call Surcharge

| | |
|---|----------|
| Customer Dialed Calling/Credit Card Call | \$ 1.000 |
| Operator Dialed Calling/Credit Card Station | \$ 1.750 |
| Station to Station Call | |
| Collect | \$ 1.750 |
| Third Party | \$ 1.750 |
| Person to Person Call | |
| Collect | \$ 3.250 |
| Calling/Credit Card | \$ 3.250 |
| Third Party | \$ 3.250 |

ISSUED:

EFFECTIVE:

ISSUED BY: William Custer, President
200 South Virginia Street, Suite 550
Reno, Nevada 89501

ATTACHMENT III

RESUMES

FoxTel, Inc., Inc.
Profiles of Key Personnel

FoxTel, Inc.'s management team includes the following professionals:

| | |
|------------------|---|
| Morris Jacobs | - Chief Executive Officer |
| William Custer | - President |
| Nicholas Haswell | - Chief Financial Officer |
| Penelope Posa | - Director of Sales and Marketing |
| Trisa Summers | - Director of Customer Service and Regulatory Affairs |
| Leslie Howard | - Director of Network Operation and Information Systems |

The team consists of members who possess experience in primary business disciplines of managing a successful telecommunications company. The individuals on the team have experience in the provision of quality telecommunications services and successful business management. The profiles of the each member of the management team are noted below.

Morris Jacobs, Chief Executive Officer

Mr. Morris Jacobs brings to FoxTel, Inc. over 27 years of hands on work experience in the telecommunications industry. For 17 years, Mr. Jacobs has been on various executive management teams creating or assisting in the creation of comprehensive business strategy plans. As CEO of FoxTel, Inc., Mr. Jacobs is responsible for the strategic direction of the Company.

Prior to FoxTel, Inc., Mr. Jacobs was the Director of Operations and President of the Interconnect Division for Global Telenet/Telephone, the Vice President of Sales for Executone, the Director of Sales for Teleautograph, Inc. and the Field Sales Senior Engineer for Talos, Inc. While in the United States Air Force, Mr. Jacobs trained at the U.S. Air Force Technical School for Communications and Radio. Mr. Jacobs holds a degree in aeronautical engineering. Mr. Jacobs is also the CEO of AMI Telecommunications.

FoxTel, Inc.
Profiles of Key Personnel, Continued

William Custer, President

Mr. William Custer has been the President of FoxTel, Inc. since its inception in August 1997. In that capacity, Mr. Custer is responsible for evaluating new services and markets, promoting the financial health of the Company and ensuring the Company has policies regarding customer service and support.

Prior to joining FoxTel, Inc., Mr. Custer was the MIS Director for AMI Telecommunications, a Field Service Engineer for Mediq Equipment Services, a General Manager and Programmer/Technical Support for Compusolve Corporation and the Sales Manager for R Squared Scan Systems. While in the United States Air Force, Mr. Custer trained at the U.S. Air Force Computer School for electronics, PC hardware repair, computer programming and system design/development.

Nicholas Haswell, Chief Financial Officer

Mr. Nicholas Haswell has been the Chief Financial Officer of FoxTel, Inc. since its inception in August 1997. In that capacity, Mr. Haswell is responsible for promoting the financial health of the Company, maintaining the Company's accounting and legal records, evaluating strategic plans for financial prudence and billing for the Company's products and services.

Prior to joining FoxTel, Inc., Mr. Haswell has obtained over 20 years of financial and management experience at KPMG Peat Marwick, Earth Systems, Inc., United American Funding, Kia Motors America, Inc., American Isuzu Motors, Inc., Porsche Cars of North America and Air New Zealand. Mr. Haswell is also the CFO of AMI Telecommunications.

FoxTel, Inc.
Profiles of Key Personnel, Continued

Penelope Posa, Director of Sales and Marketing

Ms. Penelope Posa has been the Director of Sales and Marketing of FoxTel, Inc. since its inception in August 1997. In the capacity of Director of Sales and Marketing, Ms. Posa is responsible for the strategic direction of the Company, evaluating and implementing market and service strategies, preparing market and product projections, establishing the sales and customer service policies of the Company and ensuring the products and services of the Company are properly supported by the Network and Technical staff. Prior to joining FoxTel, Inc., Ms. Posa has obtained sales and marketing experience in various capacities at Hyatt Hotels Corporation and at AMI Telecommunications.

Trisa Summers, Director of Customer Service and Regulatory Affairs

Ms. Trisa Summers has been the Director of Customer Service and Regulatory Affairs of FoxTel, Inc. since its inception in August 1997. Prior to joining FoxTel, Inc., Ms. Summers worked in several customer service and technical support capacities for various companies. Ms. Summers' duties include comprehensive customer support, market studies, new product/service development and regulatory affairs.

Leslie Howard, Director of Network Operations and Information Systems

Mr. Leslie Howard has been the Director of Network Operations and Information Systems of FoxTel, Inc. since its inception in August 1997. In that capacity, Mr. Howard is responsible for all network connectivity issues, correspondence with FoxTel's underlying carrier, technical support for customers, database management functions and management information systems.. Prior to joining FoxTel, Inc., Mr. Howard worked in various MIS capacities at Nolet Spirits and Nordstrom Information Services and worked in various technical support capacities at Egghead Software.

ATTACHMENT IV

FINANCIAL STATEMENTS

FoxTel, Inc.

Statement of Financial Capability

The purpose of this document is to highlight the financial strengths of the Company and serve as the Company's Statement of Financial Capability.

FoxTel, Inc. has sufficient financial capability to provide the requested telecommunication services in Colorado, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations.

Attached is the balance sheet of FoxTel, Inc. as of August 22, 1997. FoxTel, Inc. has not been operating since its inception in June 1997 and therefore does not have an income statement.

Some of FoxTel, Inc.'s financial highlights are:

- * Current asset ratio of 11.83%
- * Cash & cash equivalents of \$26,942 with access to capital available if needed.
- * Positive equity balance of \$30,770.
- * The Company is leasing, rather than purchasing, its switch which allows the Company to use its working capital to attract customers.

The Company has established a team of professionals with telecommunications experience to support its venture into the telecommunications market. The Company will outsource business functions to obtain expertise and provide a financial and technical competitive advantage in the industry.

Summary

As noted in the analysis documented above, the Company is prepared for its venture into the telecommunications business. The Company is positioned to add significant revenue growth while having a majority of its expenses fixed in nature. The Company has sufficient financial capability to provide the requested telecommunication services, sufficient financial capability to meet all lease and ownership obligations, and sufficient financial capability to maintain a large Customer base.

Foxtel
Balance Sheet

August 22, 1997

Assets

| | | |
|------------------------------------|-----------|-----------|
| Current Assets | | |
| Cash in Bank US Bank 8290010589 | 26,942.49 | |
| Total Current Assets | | 26,942.49 |
| Property, Plant, & Equipment | | |
| Organization costs | 3,005.00 | |
| Total Property, Plant, & Equipment | | 3,005.00 |
| Other Assets | | |
| Prepaid Insurance | 100.00 | |
| Prepaid Tariffs | 3,000.00 | |
| Total Other Assets | | 3,100.00 |
| Total Assets | | 33,047.49 |

Liabilities

| | | |
|-----------------------------|----------|----------|
| Current Liabilities | | |
| Accounts Payable - Trade | 2,110.00 | |
| Social Security Tax Payable | 0.01 | |
| SUTA Payable | 162.75 | |
| FUTA Payable | 4.34 | |
| Total Current Liabilities | | 2,277.10 |
| Long-Term Liabilities | | |
| Total Liabilities | | 2,277.10 |

Capital

| | | |
|-------------------------------|-----------|-----------|
| Total Shareholder Equity | 30,770.39 | |
| Total Capital | | 30,770.39 |
| Total Liabilities and Capital | | 33,047.49 |



DEPOSIT
D626

DATE
OCT 02 1997

September 30, 1997
Overnight

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oaks Boulevard
Gerald L. Gunter Bldg. Room 270
Tallahassee, FL 32399-0850

971268

Tel: 407-740-8575
Fax: 407-740-0613

RE: Initial Application of FoxTel, Inc. to Provide Resold Interexchange
Telecommunications Services in Florida

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and twelve copies of the above referenced application of FoxTel, Inc. to provide resold Interexchange Telecommunications Services in Florida.

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

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

Thank you for your assistance.

Sincerely,



P.O. Drawer 200
Winter Park, FL
32790-0200
210 N. Park Avenue
Winter Park, FL 32789
(407) 740-8575



250 PARK AVENUE
WINTER PARK, FLORIDA 32789

17562

NUMBER
17562

PAY: TWO HUNDRED FIFTY DOLLARS

DATE AMOUNT
09/29/97 *****\$250.00

TO THE ORDER OF
FLORIDA PUBLIC SERVICE COMM.
RECORDS & REPORTING
2540 SHUMARD OAK BLVD.
TALLAHASSEE FL 32399-0850

TECHNOLOGIES MANAGEMENT, INC.



DEPOSIT
D 6 2 6

DATE
OCT 02 1997

September 30, 1997
Overnight

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oaks Boulevard
Gerald L. Gunter Bldg. Room 270
Tallahassee, FL 32399-0850

991268

Tel: 407-740-8575
Fax: 407-740-0613

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Thank you for your assistance.

Sincerely,

Mark G. Lammert
Consultant to FoxTel, Inc.

Enclosures

cc: Bill Custer - FoxTel, Inc.

File: FoxTel, Inc. - FL
TMS: FLo9700