

ORIGINAL

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

030408-TI

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

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 17).
- 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 the Commission Clerk and Administrative Services
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 Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check

gm

DOCUMENT NUMBER - DATE

03877 APR 28 03

FPSC-COMMISSION CLERK

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:

ECONOTEL CORPORATION

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

ECONOTEL

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

5201 Blue Lagoon Dr. #922

Miami, FL, 33126

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

5201 Blue Lagoon Dr. #922

Miami, FL, 33126

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.
- 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.
- 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;

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input 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 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: P02000122637

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

(a) The Florida Secretary of State Corporate Registration number: N/A

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: N/A

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

(a) The Florida Secretary of State registration number: N/A

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): #141858232

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?

We send a detailed invoice to the address of the customer.

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____ | |

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

(a) The application:

Name: Manuel Wladimir

Title: Product Manager

Address: 5201 Blue Lagoon Dr. #922
City/State/Zip: Miami, FL, 33426

Telephone No.: 305-7164010 Fax No.: 305-7164010

Internet E-Mail Address: manuelw@econotel.us

Internet Website Address: www.econotel.us

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

Name: Manuel Wladdimiro

Title: Product Manager

Address: 5201 Blue Lagoon Dr. #922
City/State/Zip: Miami, FL, 33126

Telephone No.: 305-7164010 Fax No.: 305-7164010

Internet E-Mail Address: manuel.w@econotel.us

Internet Website Address: www.econotel.us

(c) Complaints/Inquiries from customers:

Name: Catalina Gonzalez

Title: Sales support

Address: 5201 Blue Lagoon Dr. #922
City/State/Zip: Miami, FL, 33126

Telephone No.: 305-7164013 Fax No.: 305-7164010

Internet E-Mail Address: CGONZALEZ@econotel.us

Internet Website Address: www.econotel.us

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

N/A

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

N/A

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

N/A

(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.

N/A

(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.

N/A

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

a. _____ **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

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. _____ **MTS with statewide flat rates per minute (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).

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.

*Incorporated Nov 2002
Starting Operations April 2003*

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. *Please find attached*

2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.

Please find attached

3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please find attached

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. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Carlos Lillo

Print Name

CEO

Title

(305) 716 4011 (305) 716 4010

Telephone No.

Fax No.



Signature

APRIL 23, 2003

Date

Address:

5201 BLUE LAGOON DRIVE

SUITE 922

MIAMI FLORIDA

33126

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:

Carlos Lillo
Print Name

CEO
Title

305-7164011
Telephone No.

Address: 5201 Blue Lagoon Dr. #922
Miami, FL, 33126


Signature

April 23, 2003
Date

305-7164010
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:

Osobos Lillo



Print Name

Signature

CEO

April 23, 2003

Title

Date

305-7164011

305-7164010

Telephone No.

Fax No.

Address:

5201 Blue Lagoon Dr. #922
Miami, FL, 33126

CURRENT FLORIDA INTRASTATE SERVICES

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

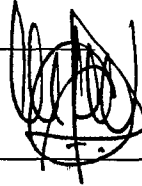
If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Carlos Lillo



Print Name

Signature

CEO

April 23, 2003

Title

Date

305-7164011

305-7164010

Telephone No.

Fax No.

Address:

5201 Blue Lagoon Dr. #922
Miami, FL, 33126

CARLOS LILLO
17075 SW 74 Place, Miami, Florida 33157
Phone: (305) 3781493 - Email: clillo@econotel.us

PROFESSIONAL SUMMARY

- Successful senior executive with 18 years experience in the Telecommunications industry. Strong P&L background managing sales, marketing, product development, operations and customer service.
- Highly skilled at defining and achieving revenue and expense objectives, strategic business plans, product strategies, tactical sales and marketing plans and process improvement initiatives.
- Experienced in company capitalization activities, budget plans and investor relations.
- Broad experience in building, managing and motivating sales, marketing and service organizations. Proven track record in sales goal attainment and developing multi-faceted distribution channels.
- Extensive experience in software and hardware product, system and network solutions. Intimate knowledge of software based networking and digital wireless access technologies.

PROFESSIONAL EXPERIENCE

**TEXCOM USA , MICL, TELEINVEST . U.S.A JANUARY 99-
DECEMBER 2002**

- Responsible for implementing company strategy , business development and operation for this group of companies
- Restructuring commercial department: Four line of business were created
Equal access (1010093), Prepaid calling card, Network services, Wholesale LD
- Operations : technical platforms were created in order to support new lines of business ,including
Bell South FGD interconnection
Ss7 Interconnections
Clec interconnections
IP networks
Operational Agreements with LD Carriers in Latin America

TEXCOM S.A. – Santiago, Chile

April 94 - 99

General Manager

- General Manager of Texcom, S.A. and affiliates companies in USA – Texcom USA, Colombia – Colomsat, Venezuela – Perusat, Mexico – Texcom-Mexico, Bolivia - Datacom, Brazil, Argentina y Ecuador.
- Established the company's first telecommunication network in the US and Latin America from its inception to actual fixed assets of US\$62 million.
- Recruitment of key personnel, development of company business plan, development of a sales and marketing organization/tools to include a sales funnel, marketing collateral and product management function, institutionalization of a company benefits program and establishment of a financial infrastructure.

CARLOS LILLO – 2

- Development of different products in the US and Latin America (Microwave Networks, Equal Access, Carrier Sales, Private Networks, Frame Relay, X 25).
- During this tenure revenue growth has increased from US\$9.7 millions in 1994 to \$54 millions in 1997.

TEXCOM S.A. HOLDING – Santiago, Chile

July 93 – March 94

Vice-president Business Development

- This holding company provided opportunity to create strategic business plan for project expansion into Latin America and USA for the companies owned in this region.
- Major accomplishment was to increase revenue by 485% from \$2 millions to US\$9.7 millions.

TECOM S.A. – Santiago, Chile

1988 - 1993

Executive Vice President

- Acting as the second General Manager, was fully responsible for the creation of TECOM, S.A. from previous holding named TECOM LIMITED.

- Responsible for implementing sales strategy of Telecommunication Networks for local business (mainly banking industry), business development and maintaining the relationship with foreign companies represented by TECOM in Chile.
- Participated in the creation of different projects for Telecommunication Companies in Argentina and Brazil.

TECOM LTD.	1979 - 1988
Senior Sales Manager	1987 - 1988
Chief Engineer	1987 - 1988
Senior Engineer	1979 - 1986

- The positions held in this newly created company throughout the years transitioned from a technical role to a direct sales role to gain major account experience selling telecommunication products.

CARLOS LILLO - 3

- Covered all aspects of sales/engineering including purchasing, installation and maintenance of telecommunication equipment, product management, marketing, project management and the design of networks projects.
- Responsible for the planning, development and project execution for sales to telecommunication companies and multi-nationals.
- Develop and maintain the relationship with the manufacturers represented by TECOM.
- Different technical positions in engineering that covered from installation and maintenance of telephony plants, creation of engineering and manufacturing department to engineer in charge of operations.

EDUCATION & SKILLS

- B.S. Electrical Engineering, Universidad de Santiago de Chile 1982
Double major in electrical engineering and telecommunications.
- Attended numerous training courses and industry seminars 1984 – Present
- Fully bilingual (English/Spanish)

Thursday, April 24, 2003

FLORIDA DEPARTMENT OF PUBLIC SERVICES

Dear Sir or Madam,

Please find below a written explanation that the applicant (Econotel) has sufficient financial capability to provide the requested service in the geographic area proposed to be served, maintain the requested service and to meet its lease or ownership obligations.

The company has signed a lease agreement for office space in the Regus Building located at 5201 Blue Lagoon Dr. Suite 922, Miami, FL, 33126 (please find attached lease agreement).

For the operation and switch facilities side Econotel has signed a co-location agreement with General Telecom to interconnect carriers. Contracts have been signed with the following vendors: Bellsouth for origination, Global Crossing for origination and termination, Billsoft for tax calculation, and with Highland Lakes for Billing. All of the vendors have received prepayments for services that will be provided to Econotel for \$ 80,000 as today (please find attached contract with General Telecom and Global Crossing).

Econotel started with US \$ 300,000, after security deposits given it has \$ 220,000 to fund the operation until it becomes cash flow positive (please find attached projected cash flow and projected P & L).

In conclusion Econotel has already signed the agreements and invested cash in contracts to guarantee that the service will be served in the Florida area, maintain the services to the customers and meet our lease obligations.

Regards,

A handwritten signature in black ink, appearing to read 'Carlos Lillo', written over a circular stamp or seal.

Carlos Lillo
CEO

General Telecom

A Verestar Company

SERVICE AGREEMENT

SCHEDULE 0: Overview

Contract Issue Date: MARCH 13, 2003	CCLLECT
Verestar Sales Manager: CONTRACT Admin / TRISTAN MILLER	Sales Phone #:
General Telecom Sales Manager: Randy Weinberger	Sales Phone #: 646-328-5835

LICENSEE INFORMATION

Licensee Name Econotel Corporation	Licensee Requested Service Start Date: MM/DD/YYYY	Service Term 12 Months
Billing Address 7310 SW 169 St Miami, Florida 33157 PROVISIONING 7310 SW 169 St Miami FL 33157		
Licensee Contact Carlos Lillo	Phone (305) 3781493 / (786) 2425940 Fax (305) 3781493 Email clillo@econotel.us	
Technical Contact Include technicians authorized to visit switch and all provisioning contacts Hedwing Zabala, Carlos Lillo	Phone (305)3781493 / (786) 2425940 Fax (305)3781493 Email clillo@econotel.us	
Billing Contact Carlos Lillo	Phone (305) 3781493 Fax (305) 3781493 Email clillo@econotel.us	
IF APPLICABLE: Tax Exempt - attach copy of Tax Exemption Form(s)		
Federal Number:		State Number:
Further Technical Contacts	Phone Fax Email	

ESM

ML

SERVICE DESCRIPTION

SCHEDULES, EXHIBITS, AND ATTACHMENTS

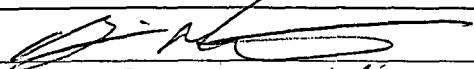

<u>SCHEDULE 0: Overview</u>	1
<u>SCHEDULE 1: SERVICE TERMS AND CONDITIONS</u>	3
<u>EXHIBIT A: SERVICES & PRICING</u>	11
<u>EXHIBIT B: ADDITIONAL SERVICES</u>	16
<u>EXHIBIT C: REMOTE TEST ACCESS</u>	18
<u>EXHIBIT D: CROSS CONNECTS</u>	19

This Service Agreement (the "Agreement"), together with all attached Schedules, Exhibits, and Attachments, as well as any Service Requests (attached hereto or to be attached at a later date) and the Standard Terms and Conditions ("Agreement Terms") (collectively, the "Agreement") constitutes the entire agreement between General Telecom, a Verestar Company, hereafter referred to as "Facility Owner" and Licensee, and supercedes all prior agreements, discussions and understandings. Licensee has read and understands the Agreement and agrees to be bound by hereby. In the event of any conflicts between the Agreement Terms and the Schedules, the Schedules shall govern. Acceptance of this Agreement is contingent upon acceptance by a representative of the Licensee duly authorized to execute this Agreement. The negotiation of any check representing a payment or security deposit under this Agreement or any Addendum shall not in itself constitute an acceptance thereof. This Agreement shall become effective as of the date upon which an authorized representative of the Licensee executes this Agreement (the "Commencement Date") and shall remain in effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

General Telecom
A VERESTAR Company

Econotel

By: 	By: 
Print Name: <i>Brian Metherell</i>	Print Name: <i>Carlos Lillo</i>
Title: <i>President, General Telecom.</i>	Title: CEO
Date: <i>Mar. 13/03</i>	Date: <i>FEBRUARY 28, 2003</i>

NOTICES TO: Facility Owner Administration & Billing

NOTICES TO: Facility Owner Documentation & Coordination

General Telecom Headquarters	General Telecom
Address: 150 West 22 nd Street, Suite 1200	Address: 150 West 22 nd Street, Suite 1200
City: New York NY 10011	City: New York NY 10011
Country USA	Country USA





REGUS Business Centre Service Agreement

Agreement No.: _____

Agreement Date: _____

FLORIDA, Miami Airport ▼

Street/Floor: 5201 Blue Lagoon Drive - 9th Floor
 City: Miami
 State & Zip Code: FL, 33126

Business Centre Bank Details
 Name: _____
 Sort code: _____
 Account number: _____

Client details (not a Regus centre address)

Company name: Econotell
 Address: 7310 S.W. 169 Street
 State: FL
 Telephone: 305-378-1493
 Emergency Contact: _____
 Email Address: clillo@econotel.us

Corporate Account Yes PCA Yes

Federal ID No.: _____
 Contact name/Title: Mr. Carlos Lillo/Chief Executive Officer
 City: Miami
 Zip Code: 33157
 Fax: _____
 Emergency Phone: _____

Invoicing details (if different)

Company name:	Contact name/Title
Address:	City:
State:	Zip Code:
Telephone:	Fax:

The standard fee (excluding Tax)

Office type (IN,IS,EN,ES,EX)	Market Price per day \$	Daily Office Price \$	Number of workstations	Total per Day \$	Office number(s)
IN	\$23.00	\$10.00	1	\$10.00	921
IN	\$23.00	\$10.00	1	\$10.00	923
EN	\$27.00	\$13.33	1	\$13.33	922
				\$0.00	
Total per day \$				\$33.33	

Initial Payment:

Monthly Office Payment	\$999.90
Service Retainer	2 \$1,999.80
Service Packages (taxes included below)	\$898.80
A la carte services (taxes already applied)	\$0.00
Connectivity Set-up <input type="checkbox"/> Tax Included	3 \$150.00
Monthly Taxes Rate 7.00%	\$143.41
Total Initial Payment \$	\$4,191.91

Monthly Payment:

Total Monthly Payment \$ \$2,042.11 ~~\$3,850.03~~


Business & Connectivity Services	Quantity	Price per workstation per day	Total price per day	Total price per month
Business Service Package	1	\$2.99	\$2.99	\$89.70
RegusNet Connectivity Package	3	\$8.99	\$26.97	\$809.10
A la Carte Services (including taxes)	n/a	n/a	n/a	

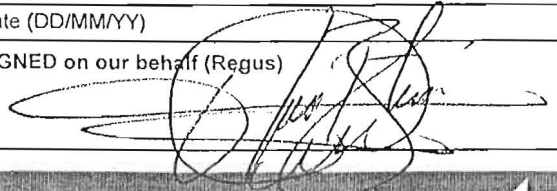
Length of agreement Start date (MM/DD/YY): April 1, 2003 End date (MM/DD/YY): April 30, 2004

Comments

Client does not want as per now a main line. Client will have during the month of March a free Link. Client will pay for the connectivity packages instead of the \$8.99 per day \$5.99. Invoices will reflect and show the \$5.99 price negotiated.

Tick here if you do not consent to Regus processing data in accordance with Clause 28 of this agreement.
 We are REGUS BUSINESS CENTRES CORP. of 100 Manhattanville Road, Suite 412, Purchase, NY 10577. This agreement incorporates our terms of business set out overleaf USING REGUS BUSINESS CENTRES which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. Note that the agreement does not come to an end automatically. See "Bringing your agreement to an end" overleaf.

Name (printed) Carlos Lillo
 Title (printed) Chief Executive Officer
 Date (DD/MM/YY) 3/7/2002
 SIGNED on your behalf (Client) 

Name (printed) Francisco Jose Botran
 Title (printed) Business Development Manager
 Date (DD/MM/YY) 3/7/2002
 SIGNED on our behalf (Regus) 



The New Logic of Real Estate
 Contact: 1.877.734.8787 Visit: www.regus.com





Global Crossing

161 Chestnut Street
1 City Centre
Rochester, NY 14604
www.globalcrossing.com

March 25, 2003

Econotel Corporation
Attn: Carlos Lillo, CEO
7310 SW 169 9th Street
Miami, FL 33157

Subject: Carrier Service Agreement

Dear Mr. Lillo:

Enclosed please find an executed original copy of the above-mentioned document for your records.

Sincerely,

A handwritten signature in black ink that reads "Karla Knauff". The signature is fluid and cursive, with a large loop at the end.

Karla Knauff
Contract Administration

Encl.

ORIGINAL

CONFIDENTIAL



Global Crossing

CARRIER SERVICE AGREEMENT

BETWEEN

GLOBAL CROSSING BANDWIDTH, INC.

AND

ECONOTEL, CORPORATION.

DL

GLOBAL CROSSING MAY CONSIDER
THIS DOCUMENT NULL AND VOID IF AN
EXECUTED ORIGINAL IS NOT RECEIVED
BY GLOBAL CROSSING WITHIN 20 DAYS
OF THE FOOTNOTE DATE

DL

02/28/03

RECEIVED MAR 20 2003

27. LATIN AMERICAN SERVICES:

Econotel agrees that Latin American Services will be provided directly by Global Crossing's Affiliates, organized under the laws of the applicable Latin American country/countries in order to comply with applicable legal and regulatory requirements of those countries. With respect to Latin American Services, Econotel further agrees to enter into, or, if applicable, to cause its local affiliate, organized under laws of the applicable Latin American country in which Service is to be provided, to enter into a separate contract with the applicable Global Crossing Affiliate for the supply of such Latin American Services. Each such separate contract shall (i) contain the governing terms and conditions between the Parties (and their Affiliates) in respect of the Services delivered thereunder; (ii) incorporate by reference the terms of this Agreement; (iii) provide that the portion of the total amounts payable hereunder and allocated to the local Services shall be invoiced and paid locally in accordance with applicable laws and regulations; and (iv) contain such other provisions as may be reasonably necessary to comply with applicable laws and regulation. For the avoidance of doubt, activation of any Services in Mexico and/or Venezuela shall be expressly subject to, and conditional upon, the execution of a local agreement in a form approved by the regulatory authorities of those countries for the supply of those Services. For the purpose of this Section 27, "Latin American Services" means any transport or telecommunications Service where either or both of the originating or terminating end points of the traffic, located in any of Brazil, Argentina, Venezuela, Peru, Chile, Mexico, Panama and/or any other country (and their respective territorial waters) in Latin America, in which Global Crossing is authorized to provide Services.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Global Crossing Bandwidth, Inc.

By: Barrett O. MacCheyne
Barrett O. MacCheyne, Sr. Vice-President
North American Carrier Services

Date: 3/20/03

Econotel, Corporation

By: Carlos Lillo
Carlos Lillo, Chief Executive Officer

Date: MARCH 3, 2003

Tuesday, April 22, 2003

Florida Telecommunications tariff

Dear sir or madam,

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Econotel Corp., with principal offices at 5201 Blue Lagoon Dr. # 922, Miami, FL, 33126.

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.

Best regards,



Carlos Lillo
CEO Econotel

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
Miami, FL, 33126

CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
Miami, FL, 33126

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Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
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SYMBOLS SHEET

NOTE: These are the only approved symbols to be used in your tariff and this list of symbols must be copied verbatim.

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

Issues date: 4/24/2003
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TARIFF FORMAT SHEETS

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 page in effect. Consult the Check Sheet for the sheet currently in effect.

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

- 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).

Issues date: 4/24/2003
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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 this page 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - Econotel Communications, Inc.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

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Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

SECTION 2 - RULES AND REGULATIONS

NOTE: Include in this section all of the rules and regulations you want to include - limitations, liabilities, restoration of service, interruption of service, maintenance, billing periods, refunds/credits, responsibilities of the customer, frequency restrictions, cancellations, non payment, etc.

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It 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 Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

Issues date: 4/24/2003
By: Carlos Lillo
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2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.3 Liabilities of the Company

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

Issues date: 4/24/2003
By: Carlos Lillo
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2.3.2 The Company shall be indemnified and held harmless by the customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

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

Issues date: 4/24/2003
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SECTION 2 - RULES AND REGULATIONS continued

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

Issues date: 4/24/2003

By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
Miami, FL, 33126

SECTION 2 - RULES AND REGULATIONS continued

2.5 Disconnection of Service by Carrier

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.

2.5.2 A violation of any regulation governing the service under this tariff.

2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.5.5 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
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SECTION 2 - RULES AND REGULATIONS continued

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

For customers whom the Company feels 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 if necessary a new advance payment will be collected for the next month.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

2.9 Billing of Calls

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

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 30 seconds for a connected call and calls beyond 30 seconds are billed in 6 seconds increments, except for Mexico that is billed in 1 minute increment.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

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3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 70% during peak use periods for all Feature Group D services ("1+" dialing).

3.3 Service Offerings

3.3.1 Econotel Long Distance Service

Econotel Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines, calls beyond 30 seconds are billed in 6 seconds increments, except for Mexico that is billed in 1 minute increment. No monthly recurring charges or minimum monthly billing requirements apply.

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3.3.2 Econotel 800/888 (Inbound) Long Distance Service

Econotel 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.3.3 Econotel Calling Card Service

Econotel Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Econotel Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
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SECTION 4 - RATES

4.1 Econotel Long Distance Service

Rate per minute - \$0.06
Plan is billed in 30/6 increments.

4.2 Econotel 800/888 (Inbound) Long Distance Service

Rate per minute - \$0.06.
Plan is billed in 30/6 increments.

4.3 Econotel Calling Card Service

Rate per minute - \$0.06
Plan is billed in 30/6 increments.

4.4 Determining Applicable Rate in Effect

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

Issues date: 4/24/2003
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4.6 Payment of Calls

4.6.1 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.6.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

4.7 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

4.8 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

Issues date: 4/24/2003
By: Carlos Lillo
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4.9 Special Rates For The Handicapped

4.9.1. Directory Assistance

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

4.9.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.9.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non relay call. 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 card surcharge.

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
Miami, FL, 33126

Econotel Corp.

Florida Tariff # 1
Original sheet 19

Issues date: 4/24/2003
By: Carlos Lillo
CEO Econotel
5201 Blue Lagoon Dr. #922
Miami, FL, 33126

Econotel Corp.

Florida Tariff No. 1
Original Sheet 20

ISSUED: Tuesday, April 22, 2003

By:

Carlos Lillo
CEO
5201 Blue Lagoon Drive # 922
Miami, FL, 33126

P & L Econotel Corp.

2003-2004

	Apr	May	June	July	Aug	Sep
Sales	3,600	17,248	32,536	57,232	79,968	102,704
Direct cost of sales	(4,713)	(14,283)	(23,220)	(36,525)	(48,775)	(61,024)
Other	0	0	0	0	0	0
Total cost of sales	(4,713)	(14,283)	(23,220)	(36,525)	(48,775)	(61,024)
Gross Margin	(1,113)	2,965	9,316	20,707	31,193	41,680
Gross Margin %	-31%	17%	29%	36%	39%	41%

Operating expenses						
Sales and Marketing Expenses	(300)	(1,196)	(1,609)	(3,852)	(5,762)	(7,536)
Sales and Marketing %	8%	7%	5%	7%	7%	7%

General and Adm. Expenses						
Payroll	(11,108)	(16,267)	(22,267)	(22,267)	(22,267)	(22,392)
Utilities	(1,000)	(896)	(1,057)	(1,274)	(1,456)	(1,638)
Insurance						
Rent	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)
Other	(144)	(690)	(1,301)	(2,289)	(3,199)	(4,108)
Total General and Adm. Expenses	(14,102)	(19,703)	(26,475)	(27,680)	(28,772)	(29,988)
General and Administrative %	392%	114%	81%	48%	36%	29%

Other Payroll	0	0	0	0	0	0
Contract/Consultants	(635)	(500)	(1,000)	(1,000)	(1,000)	(1,000)
Total Other Expenses	(635)	(500)	(1,000)	(1,000)	(1,000)	(1,000)
Other %	18%	3%	3%	2%	1%	1%

Total Operating Expenses	(14,737)	(20,203)	(27,475)	(28,680)	(29,772)	(30,988)
Profit Before Interest and Taxes	(15,850)	(17,238)	(18,159)	(7,973)	1,421	10,691
Net Profit	(15,886)	(17,410)	(18,484)	(8,546)	622	9,664
Net Profit/Sales	-441%	-101%	-57%	-15%	1%	9%

Oct	Nov	Dec	2003	2004
125,440	152,880	180,320	751,928	5,738,292
(73,274)	(89,458)	(105,742)	(457,013)	(2,885,976)
0	0	0	-	
(73,274)	(89,458)	(105,742)	(457,013)	(2,885,976)
52,166	63,422	74,578	294,915	2,852,316
42%	41%	41%		50%

(9,309)	(11,111)	(14,242)	(54,916)	(443,037)
7%	7%	8%		

(22,392)	(22,392)	(27,392)	(188,744)	(370,704)
(1,820)	(2,030)	(2,240)	(13,411)	(54,807)
(1,850)	(1,850)	(1,850)	(16,650)	(22,200)
(5,018)	(6,115)	(7,213)	(30,077)	(229,532)
(31,080)	(32,387)	(38,695)	(248,882)	(677,242)
25%	21%	21%		

0	0	0	-	-
(1,000)	(1,000)	(1,000)	(8,135)	(12,000)
(1,000)	(1,000)	(1,000)	(8,135)	(12,000)
1%	1%	1%		

(32,080)	(33,387)	(39,695)	(257,017)	(689,242)
20,086	30,035	34,883	37,898	2,163,074
18,832	28,506	33,080	30,378	2,105,691
15%	19%	18%		37%