



**S&S Communications Corp.**  
Smart Network Solutions

May 12, 2003

FLORIDA PUBLIC COMMISSION  
FLORIDA

RECEIVED FPSC  
03 MAY 16 AM 11:01  
COMMISSION  
CLERK

**Reference: TELMI INC IXC LICENCE APPLICATION**

Dear Sir or Madam,

030451-TI

I am attaching the IXC License application for Telmi Inc. Please feel free to contact me if you require any more documents or any other information.

Please forward all the relevant documents to me.

Thank you and best regards,

Best regards,

**Sandra Ximena Diaz Hoyos**  
President  
Smart Network Solutions Comm. Corp  
1508 Bay Road, Suite N-1231, Miami Beach, FL 33139  
Tel. +1.305.532.5516  
Fax. +1.305.402.5940  
Email. [Sandra@snscomm.com](mailto:Sandra@snscomm.com)

Web Page. [www.snscomm.com](http://www.snscomm.com)

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

Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

04411 MAY 16 03

FPSC-COMMISSION CLERK

1050 NW 163rd Drive, Miami, FL 33169 USA  
Tel.: +1 305 356 6200 — +1 305 908 9367  
Fax.: +1 305 908 9368  
Toll Free: 1 800 571 0898  
website: [www.snscomm.com](http://www.snscomm.com)

May 12, 2003

FLORIDA PUBLIC COMMISSION  
FLORIDA

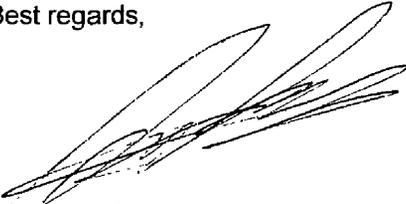
**Reference: TELMI INC IXC LICENCE APPLICATION**

Dear Sir or Madam,

I am authorizing you to provide with all the relevant information and questions require for my IXC license to Mrs. Sandra Ximena Diaz Hoyos who is helping me with the application.

Thank you and best regards,

Best regards,



**MARCOS KORN B**  
President  
Telmi Inc

2003 MAY 16 AM 7:49  
DISTRIBUTION CENTER

ORIGINAL

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

**DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**  
**CERTIFICATION**

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

030451-TI

---

---

**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 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**



1. This is an application for  $\sqrt{\quad}$  (check one):

**Original certificate** (new company).

030451-TI

**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:

TELM INC

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

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

1 SE 3<sup>RD</sup> AVE. #1450

MIAMI

FL 33131

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

1 SE 3<sup>RD</sup> AVE. #1450

MIAMI

FL 33131

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:**  
**P02000008612**

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

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

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:**  
\_\_\_\_\_

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

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

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

(a) **The Florida registration number:** \_\_\_\_\_

15. Provide **F.E.I. Number** (if applicable): \_\_\_\_\_

16. Provide the following (if applicable):

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

- |   |   |
|---|---|
| <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:** MARCOS KORN

**Title:** PRESIDENT

**Address:** 1 SE 3<sup>RD</sup> AVE

**City/State/Zip:** MIAMI, FL 33131

**Telephone No.:** 305.532.5516 **Fax No.:** 305.402.5940

**Internet E-Mail Address:** marcoskornb@hotmail.com

**Internet Website Address:** www.telmicorp.com

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

**Name:** MARCOS KORN

**Title:** PRESIDENT

**Address:** 1 SE 3<sup>RD</sup> AVE

**City/State/Zip:** MIAMI, FL 33131

**Telephone No.:** 305.532.5516 **Fax No.:** 305.402.5940

**Internet E-Mail Address:** marcoskornb@hotmail.com

**Internet Website Address:** www.telmicorp.com

(c) Complaints/Inquiries from customers:

**Name:** MARCOS KORN

**Title:** PRESIDENT

**Address:** 1 SE 3<sup>RD</sup> AVE

**City/State/Zip:** MIAMI, FL 33131

**Telephone No.:** 305.532.5516 **Fax No.:** 305.402.5940

**Internet E-Mail Address:** marcoskornb@hotmail.com

**Internet Website Address:** www.telmicorp.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

---

---

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

---

---

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

---

---

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

---

---

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.

---

---

---

---

(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.

---

---

---

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.

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

*financial institutions.*

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

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

**THIS PAGE MUST BE COMPLETED AND SIGNED**  
**APPLICANT ACKNOWLEDGMENT STATEMENT**

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
  
2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

**MARCOS KORN**  
\_\_\_\_\_  
**Print Name**  
**PRESIDENT**

\_\_\_\_\_  
**Title**  
**305.532.5516                      305.402.5940**

\_\_\_\_\_  
**Telephone No.**

\_\_\_\_\_  
**Fax No.**

**Address:**

**1 SE 3<sup>RD</sup> AVE #1450**

\_\_\_\_\_  
**MIAMI, FL 33131**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**  
**MAY 12<sup>TH</sup>, 2003**  
\_\_\_\_\_  
**Date**

**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.)

**MARCOS KORN**

Print Name  
**PRESIDENT**

Title  
**305.532.5516      305.402.5940**

Telephone No.

Signature  
**MAY 12<sup>TH</sup>, 2003**

Date

Fax No.

Address:

**1 SE 3<sup>RD</sup> AVE #1450**  
**MIAMI, FL 33131**

**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."**

**MARCOS KORN**

**Print Name  
PRESIDENT**

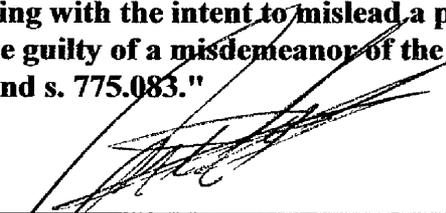
**Title  
305.532.5516      305.402.5940**

**Telephone No.**

**Address:**

**1 SE 3<sup>RD</sup> AVE #1450**

**MIAMI, FL 33131**

  
**Signature  
MAY 12<sup>TH</sup>, 2003**

**Date**

**Fax No.**

**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:**

**MARCOS KORN**



**Print NameSignature**

**PRESIDENT**

**MAY 12<sup>TH</sup>, 2003**

**Title**

**305.532.5516**

**Date**

**305.402.5940**

**Telephone**

**No.Fax No.**

**1 SE 3<sup>RD</sup> AVE #1450**

**Address:**

**MIAMI, FL 33131**

---

---

---

---

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) \_\_\_\_\_,

(Title) \_\_\_\_\_ of \_\_\_\_\_  
(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

# \_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

( ) transfer

( ) assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

**MARCOS KORN**

**Print Name  
PRESIDENT**

**Title  
305.532.5516      305.402.5940**

**Telephone No.**

**Address:**

**1 SE 3<sup>RD</sup> AVE #1450  
MIAMI, FL 33131**

  
\_\_\_\_\_  
**Signature  
MAY 12<sup>TH</sup>, 2003**

**Date**

**Fax No.**

LEIBOWITZ & ASSOCIATES, P.A.

SUITE 1450

SUNTRUST INTERNATIONAL CENTER  
ONE SOUTHEAST THIRD AVENUE  
MIAMI, FLORIDA 33131-1715

TELEPHONE (305) 530-1322  
TELECOPIER (305) 530-9417  
E-MAIL Firm@broadlaw.com

JOSEPH A. BELISLE  
ILA L. FELD  
MATTHEW L. LEIBOWITZ

MEMORANDUM

**TO:** Marcos Korn  
**FROM:** Joseph A. Belisle  
**RE:** Form 159  
**DATE:** December 13, 2002

---

I have filed the application to transfer control of Telmi, Inc.'s International 214 authority, but the application will not be processed until the \$860 filing fee is paid to the Federal Communications Commission. The fee must be sent to a post office box in Pittsburgh Pennsylvania and must be accompanied by a signed FCC Form 159.

Enclosed are two different versions of a completed FCC Form 159. In the first version, the Payer is Telmi, Inc. If you have a check from Telmi, Inc. you can use to pay the FCC filing fee, make the check in the amount of \$860 payable to the Federal Communications Commission and send it in with the first version of FCC Form 159. Be sure to sign the Form 159 at the bottom.

If you are using your personal check to send in the filing fee, you need to use the second version of Form 159. This form is not complete. You need to fill in the payer's FCC Registration Number (FRN) and Taxpayer Identification Number (TIN). The TIN is your social security number. You probably do not have a personal FRN. You will have to register online to get an FRN by going to the following web page and following the instructions:

<https://svartifoss2.fcc.gov/cores/CoresHome.html>

When you are done registering and you have filled in the payer FRN and TIN, sign the Form 159, attach your \$860 check payable to the Federal Communications Commission and mail the

December 13, 2002

Page 2

---

Form 159 and check to:

Federal Communications Commission  
International Bureau—Policy  
PO Box 358115  
Pittsburgh, PA 15251-5115

Best regards.

REDACTED

READ INSTRUCTIONS CAREFULLY  
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION  
REMITTANCE ADVICE

Approved by OMB  
3060-0589  
Page No 1 of 1

(1) LOCKBOX # 358115

SPECIAL USE

FCC USE ONLY

SECTION A - PAYER INFORMATION

(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card)  
**Telmi, Inc.**

(3) TOTAL AMOUNT PAID (U.S. Dollars and cents)  
**\$860.00**

(4) STREET ADDRESS LINE NO. 1  
**c/o Leibowitz & Associates**

(5) STREET ADDRESS LINE NO. 2  
**1 SE 3rd Ave. #1450**

(6) CITY  
**Miami**

(7) STATE  
**FL**

(8) ZIP CODE  
**33131**

(9) DAYTIME TELEPHONE NUMBER (include area code)  
**561 - 3070924**

(10) COUNTRY CODE (if not in U.S.A.)  
**US**

FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED

(11) PAYER (FRN)  
**0006813687**

(12) PAYER (TIN)

IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B  
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)

(13) APPLICANT NAME  
**Telmi, Inc.**

(14) STREET ADDRESS LINE NO. 1  
**c/o Leibowitz & Associates**

(15) STREET ADDRESS LINE NO. 2  
**1 SE 3rd Ave. #1450**

(16) CITY  
**Miami**

(17) STATE  
**FL**

(18) ZIP CODE  
**33131 -**

(19) DAYTIME TELEPHONE NUMBER (include area code)  
**561-307-0924**

(20) COUNTRY CODE (if not in U.S.A.)  
**US**

FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED

(21) APPLICANT (FRN)  
**0006813687**

(22) APPLICANT (TIN)

COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET

(23A) CALL SIGN/OTHER ID

(24A) PAYMENT TYPE CODE  
**CUT**

(25A) QUANTITY  
**1**

(26A) FEE DUE FOR (PTC)  
**\$860.00**

(27A) TOTAL FEE  
**\$860.00**

FCC USE ONLY

(28A) FCC CODE 1

(29A) FCC CODE 2  
**IB2002002083**

(23B) CALL SIGN/OTHER ID

(24B) PAYMENT TYPE CODE

(25B) QUANTITY

(26B) FEE DUE FOR (PTC)

(27B) TOTAL FEE

FCC USE ONLY

(28B) FCC CODE 1

(29B) FCC CODE 2

SECTION D - CERTIFICATION

(30) CERTIFICATION STATEMENT

I, MARCOS KORN, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief. SIGNATURE [Signature] DATE 12/16/02

SECTION E - CREDIT CARD PAYMENT INFORMATION

(31)

MASTERCARD/VISA ACCOUNT NUMBER:

EXPIRATION DATE:

MASTERCARD

VISA

I hereby authorize the FCC to charge my VISA or MASTERCARD for the service(s)/authorization herein described.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

<a href="#">ITC-T/C-20020925-00529</a>	Transfer of Control	Startec Global Communications Corporation, Debtor-in-Possession	09/25/2002	Accepted for Filing Public Notice	11/0
File Number	Application Type	Name	Date Filed	Status	S
<a href="#">ITC-T/C-20021015-00512</a>	Transfer of Control	TEM Puerto Rico, Inc.	10/07/2002	System Entry	10/2
<a href="#">ITC-T/C-20021213-00597</a>	Transfer of Control	Tech Telephone Company Limited Partnership dba TechTel Commu	12/13/2002	System Entry	12/3
<a href="#">ITC-T/C-20021216-00598</a>	Transfer of Control	Vigo Telecommunications, Inc.	12/16/2002	System Entry	12/3
<a href="#">ITC-T/C-20021220-00595</a>	Transfer of Control	Telmi, Inc.	12/13/2002	System Entry	12/3
<a href="#">ITC-T/C-20021224-00596</a>	Transfer of Control	ICG Telecom Group, Inc. - Debtor in Possession	12/23/2002	System Entry	12/3

[International Telecommunications](#) | [Satellite Earth Stations](#) | [Satellite Space Stations](#) |  
[International HF Broadcast Stations and Public Fixed Radio Stations](#) | [General Reports and Query Tool](#) |  
[International Bureau Homepage](#) | [IBFS Reports Homepage](#)

70x FD

REDACTED

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TELMI, INC., a Florida corporation, filed on January 18, 2002, as shown by the records of this office.

The document number of this corporation is P02000008612.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-fifth day of January, 2002



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

January 25, 2002

**MARK S. FISCH**  
**631 US HWY. 1, STE 411**  
**N. PALM BEACH, FL 33408**

The Articles of Incorporation for TELMI, INC. were filed on January 18, 2002 and assigned document number P02000008612. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

**A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

Joey Bryan, Document Specialist  
New Filing Section

Letter Number: 102A00004416

INTER EXCHANGE SERVICES TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by TELMI INC. with principal offices at 1 SE 3rd Ave. #1450, Miami, FL 33131. 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: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

---

CHECK SHEET

The sheets listed below, which are inclusive on this list, 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 at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
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
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

**TABLE OF CONTENTS**

Title Sheet.....	1
Check Sheet.....	2
Table of Contents.....	3
Symbols Sheet.....	4
Tariff Format Sheets.....	5
Section 1 – Technical Terms and Abbreviations.....	7
Section 2 – Rules and Regulations.....	10
Section 3 – Service Description.....	18
Section 4 – Rates.....	23

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SYMBOLS SHEET

The following are the 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 A Rate Or Charge

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

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 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> 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).l.
  - 2.1.1.A.1.(a).l.(i).
  - 2.1.1.A.1.(a).l.(i).1

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

TARIFF FORMAT SHEETS

- 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 sheet contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheets are 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.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

**Access Line:** An arrangement which connects the customer's location to a Telmi Inc network switching center.

**Authorization Code:** A numerical code, one or more of which may be assigned to a customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic Number Identification is used as the Authorization Code when possible.

**Automatic Number Identification:** A method of identifying the telephone number of the calling party also known as ANI.

**Company or Carrier:** Telmi 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 A.M. up to, but not including 5:00 P.M. local time, Saturday through Friday.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By: Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

Telmi Inc

FL P.S.C. TARIFF NO.1  
ORIGINAL SHEET NO.8

INTER EXCHANGE SERVICES TARIFF

**Evening:**

From 5:00 P.M. up to, but not including 11:00 P.M. local  
time, Saturday through Friday.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

**Holidays:** Telmi Inc recognized holidays are: New Year's Day, Memorial Day, and July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas Day.

**Nights/Weekends:** From 11:00 P.M. up to, but not including 8:00 A.M. Saturday through Friday, and 8:00 A.M. Saturday up to, but not including 5:00 P.M. Saturday

**Prepaid Account:** An inventory of telecom units purchased in advance by the Customer, and associated with one and only one Authorization Code.

**Prepaid Calling Card:** A card issued by the Company containing an Authorization Code, which enables calls to be processed providing the Customer has paid for such service in advance, logs activity and maintains Customer's balance for the associated Authorization Code.

**Resp. Org.:** Responsible Organization or entity identified by an 800 or 800 type service provider that manages and administers

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By: Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

records in the 800 or 800 type database and management system.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

**Underlying Carrier:** The telecommunications carrier whose network facilities provide the technical capacity and capability necessary for the transmission and reception of Customer's telecommunication traffic.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 GENERAL RULES AND REGULATIONS

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 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.

2.2 TERM

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

2.3 LIMITATIONS

2.3.1. Service is offered subject to the availability of facilities and provisions of this Tariff.

2.3.2. The Company 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 the service in violation of the law or provisions of this Tariff.

2.3.3. 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 expressed 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.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

2.3.4 Prior Written permission from the Company is required before any assignment or transfer is allowed. All regulations and conditions contained in this

SECTION 2 – RULES AND REGULATIONS (Continued)

Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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

2.4 LIABILITIES OF THE COMPANY

2.4.1 The Company's entire liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing services 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 occurred, and no action or proceeding against the Company shall be commenced more than one year after the service was rendered, unless ordered by the Commission.

2.4.2. 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.

2.5. INTERRUPTION OF SERVICE

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

2.5.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in this Section. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

**SECTION 2 – RULES AND REGULATIONS (Continued)**

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, 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/customer does not provide access to the Company for such repair or restoration work.

2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber/customer notifies the company.

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

Credit Formula:

Credit = A/B X C

"A" = outage time in hours

"B" = total days in month

"C" = total monthly charge for affected facility

2.6. DISCONNECTION OF SERVICE BY CARRIER

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

2.6.1 Non-payment of any sum due to carrier for regulated services and for more than ten days beyond the date of rendition of the bill for such services.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

2.6.2 Violation of any regulation governing the service under this Tariff.

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

SECTION 2 – RULES AND REGULATIONS (Continued)

2.6.4 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.

2.5.6 After a Customer has been disconnected for any of the above, the company may, in its sole judgment, reinstate service provided that the Customer agrees to a) remedy the reason service was originally disconnected, b) agree to pay for all contracted services from the date of disconnection to the date of reinstatement, and pay a Reconnection Fee, the amount of such fee being stated in Section 4 of this Tariff.

2.6.5 Without incurring liability, the Company may interrupt service at any time in order to perform tests and inspections to assure compliance with Tariff regulation(s) and the proper installation and operation of Customer's equipment and facilities until any items of non-compliance or improper equipment or equipment operation so identified are rectified.

2.6.6 Service may be discontinued by the Company without notice to the Customer by blocking traffic to certain counties, cities, exchanges or called party numbers or by blocking certain Authorization Codes, when the company deems it necessary to take such action to prevent the unlawful use of its service(s). The company will restore service as soon as it can be provided without undue risk, and will, upon request by the affected Customer(s) assign a new Authorization Code to replace the one that has been deactivated.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

2.6.7 Service may be disconnected by the Company for non-use. Should an Authorization Code remain used for 180 days the Company may disconnect and terminate the Authorization Code.

2.7 DEPOSITS

The Company does not require a deposit from the customer.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Continued)

2.8 ADVANCE PAYMENTS

2.8.1 For Non-PrePaid 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.

2.9 TAXES

All Federal, State and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates, except for prepaid calling cards.

2.10 BILLING OF CALLS

2.10.1 All Charges due from the subscriber / customer are payable at any agency duly authorized to receive such or at the address stated on the customer's bill from the Company. Any objection(s) to billed charges should be reported to the company within 20 days of bill rendering. Adjustments to customer's bills shall be made when such claim reasonably indicates such charges are not in accordance with the approved rates or that an adjustment may, in the sole determination of the Company, be otherwise appropriate.

2.10.2 Bills are to be prepaid each month. The first payment is due in advance when the customer signs up for service – the activation date. All other payments are due monthly on the anniversary of the Customer's activation date for the ensuing month's service.

2.10.3 Payments shall be considered delinquent if payment has not been received at the offices of the Company within 10 days after the bill is sent or rendered to the customer. Additionally, a non-recurring

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

1.5% percent per month penalty fee will accrue upon any unpaid amount after the customer's account becomes delinquent.

**SECTION 2 – RULES AND REGULATIONS (Continued)**

2.10.4 The customer is responsible for payment of all charges for service furnished to the customer, including, but not limited to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without consent of Customer. The security of Customer's Authorization Code(s), subscribed line(s), and direct connect facilities, subscribed exchange line(s), or Authorization Code(s) will be billed to and must be Paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears to Non-Prepaid customers.

2.10.5 Customers may pay by credit card, an authorized agent or check.

2.10.6 Company will bill customer a one-time charge of \$25.00 or 5% of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.10.7 Prepaid calling card Customers does not receive a monthly bill or any listing of usage.

**2.11 PROMOTIONAL OFFERINGS**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charge for the promoted service. The promotional offerings may be limited as to duration, the date and times of the offerings and the locations where the

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

Telmi Inc

FL P.S.C. TARIFF NO.1  
ORIGINAL SHEET NO.19

INTER EXCHANGE SERVICES TARIFF

offerings are made. Promotional offerings are subject to regulation of the Commission.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Continued)

2.12 CANCELLATION OF SERVICE

2.12.1 CANCELLATION OF APPLICATION FOR SERVICE

2.12.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.12.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the cost the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.12.1.3 The special charges described above will be calculated and applied on a case-by-case basis.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Continued)

2.12.2 CANCELLATION OF SERVICE BY CUSTOMER

2.12.2.1 To cancel or terminate service, a Customer must provide the Company with (30) thirty days notice.

2.12.2.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.5 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable immediately. Such sums and fees will include all costs, fees and expenses incurred in connection with:

A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid or are owing to third parties on behalf of Customer, plus

C. All Recurring Charges for the applicable notice period.

2.14 WARRENTIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOES EXPRESSLY SET FORTH HEREIN.

2.15 CUSTOMER PREMISES EQUIPMENT AND WIRING

The Company does not supply equipment of any kind to the Customer. The Company has no responsibility whatsoever for any Customer supplied Equipment or Customer's wiring inside his or her premises.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFFSECTION 3 –SERVICE DESCRIPTION

## 3.1 COMPUTATION OF CHARGES

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this Tariff. All calls are rounded up to the next whole increment.

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

Formula:

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

3.1.3 Timing begins when the call party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detention. Timing for each call ends when either party hangs up.

3.1.4 The Company will not bill for uncompleted calls.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 3 –SERVICE DESCRIPTION (Continued)

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Telmi Inc  
1 SE 3rd Ave. #1450  
Miami, FL 33131  
Tel: 305.356.6200

3.3 Level of Service

A customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 3 –SERVICE DESCRIPTION (Continued)

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll free" access number established by the Company access terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.4 Pre-paid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. The Company's Prepaid Calling Cards are available at a variety of face values. The Company's Prepaid Calling Card service is accessed using the Company's toll-free number printed on the card. The caller is prompted by an automated voice response system to enter hi/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Company's Prepaid Calling Card.

All calls must be charges against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Company's Prepaid Calling Card or "recharge" the balance on the card using nationally recognized credit card, or

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company's Prepaid Calling Card is insufficient to

SECTION 3 –SERVICE DESCRIPTION (Continued)

Continue the call and the Customer fails to enter the number of another valid Company's Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or 180 days from last usage, whichever is earlier. The Company will not refund unused balances.

A credit allowance for the Company's Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company's Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to the Company's Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute.

Credit allowances for calls pursuant to the Company's Prepaid Calling card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls cannot be completed

3.5.5 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

SECTION 3 –SERVICE DESCRIPTION (Continued)

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 4 – RATES

4.1 1+ & 101XXXX Dialing

\$ 0.15 per minute for Day, Evening, Holidays and Nights/Weekends

A \$4.95 per month per number service charge applies. Billed in one minute increments

4.2 Travel Cards

\$ .199 per minute for Day, Evening, Holidays and Nights/Weekends

A \$0.25 per call service charge applies.  
Billed in one-minute increments.

4.3 800 Service (Toll Free)

\$0.15 per minute for Day, Evening, Holidays and Nights/Weekends

A \$10.00 per month per number service charge applies.  
Billed in one-minute increments.

4.4 Prepaid Calling Cards

\$0.499 Per Intra-State minute for Day, Evening, Holidays and Nights/Weekends

4.5 Directory Assistance

\$0.95 per number requested irrespective of time of day

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

INTER EXCHANGE SERVICES TARIFF

SECTION 4 – RATES (Continued)

4.6 Payphone Dial Around Surcharge

A dial around surcharge of \$0.35 per call will be added to any completed Intra-State toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.8 Reconnection Fee

A Reconnection Fee of \$25.00 shall be charged for every time a Customer is disconnected as is permitted in this Tariff and wishes his/her service to be reconnected or restored.

4.9 Discounts

The Company does not offer discounts other than those described in Section 2.11 Promotional Offerings.

4.10 Applicable Rates for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunication device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Interstate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted 50 percent of the applicable rate for a voice no relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice no relay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

ISSUED: May 12, 2003

EFFECTIVE: \_\_\_\_\_

By:

Marcos Korn, President  
1 SE 3rd Ave. #1450, Miami, FL 33131

Telmi Inc - Financial Analysis 2 years

**PROFIT AND LOSS ACCOUNT**

	May-03	Jun-03	Jul-03	First Quarter	Aug-03	Sep-03	Oct-03	Second Quarter	Nov-03	Dec-03	Jan-04	Third Quarter
<b>Income</b>												
Calling termination		50,000	175,000	225,000	200,000	250,000	300,000	750,000	500,000	500,000	500,000	1,500,000
other private services		2,500	6,250	8,750	10,000	24,750	24,750	59,500	36,000	36,000	45,500	117,500
Broker Services		1,750	5,000	6,750	6,750	8,750	8,750	24,250	1,750	8,750	8,750	19,250
Consulting Services		500	800	1,300	2,500	2,500	2,500	7,500	3,000	3,500	3,500	10,000
Switch Services		1,000	1,000	2,000	1,000	1,000	1,000	3,000	2,500	2,500	2,500	7,500
<b>Total Income</b>	<b>-</b>	<b>55,750</b>	<b>188,050</b>	<b>243,800</b>	<b>220,250</b>	<b>287,000</b>	<b>337,000</b>	<b>844,250</b>	<b>543,250</b>	<b>550,750</b>	<b>560,250</b>	<b>1,654,250</b>
<b>Expenses</b>												
Design expenses	450	1,200	1,500	3,150	1,500	1,500	1,500	4,500	1,500	1,500	1,500	4,500
Professional fees - web de	800	300	300	1,400	300	300	1,000	1,600	300	300	1,000	1,600
Printing prepaid calling cards		1,920	1,920	3,840	1,920	3,840	3,840	9,600	3,840	3,840	3,840	11,520
Printing promotional material		880	880	1,760	1,600	1,600	1,600	4,800	1,600	1,600	1,600	4,800
Printing advertising		1,400	1,400	2,800	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500
Advertising		2,000	2,000	4,000	2,000	2,000	3,000	7,000	3,000	3,000	3,000	9,000
Distributor comissions	-	16,500	57,750	74,250	66,000	82,500	99,000	247,500	165,000	165,000	165,000	495,000
Professional fees			2,500	2,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500
Federal Tax	-	1,673	5,642	7,314	6,608	8,610	10,110	25,328	16,298	16,523	16,808	49,628
Termination		26,250	90,625	116,875	105,000	137,375	162,375	404,750	268,000	268,000	272,750	808,750
Telephone services		500	1,750	2,250	2,000	2,500	3,000	7,500	5,000	5,000	5,000	15,000
Consultants	500	500	500	1,500	500	500	500	1,500	500	500	500	1,500
Entertainment	50	400	400	850	400	400	400	1,200	400	400	400	1,200
Gas	50	150	150	350	150	150	150	450	150	150	150	450
Insurance	200	200	200	600	200	200	200	600	200	200	200	600
Automobile expenses			450	450	450	450	450	1,350	450	450	450	1,350
Miscellaneous	200	200	50	450	50	50	50	150	50	50	50	150
Office Supplies		250	250	500	250	250	250	750	250	250	250	750
Other		1,000	1,000	2,000	1,000	1,000	1,000	3,000	3,500	3,500	3,500	10,500
<b>Total Expenses</b>	<b>2,250</b>	<b>55,323</b>	<b>169,267</b>	<b>226,839</b>	<b>194,928</b>	<b>248,225</b>	<b>293,425</b>	<b>736,578</b>	<b>475,038</b>	<b>475,263</b>	<b>480,998</b>	<b>1,431,298</b>
<b>NET PROFIT AND LOSS PRE TA</b>	<b>(2,250)</b>	<b>428</b>	<b>18,784</b>	<b>16,961</b>	<b>25,323</b>	<b>38,775</b>	<b>43,575</b>	<b>107,673</b>	<b>68,213</b>	<b>75,488</b>	<b>79,253</b>	<b>222,953</b>
<b>CASH FLOW ANALYSIS</b>												
Total Income	-	55,750	188,050	243,800	220,250	287,000	337,000	844,250	543,250	550,750	560,250	1,654,250
Total Expenses	2,250	55,323	169,267	226,839	194,928	248,225	293,425	736,578	475,038	475,263	480,998	1,431,298
Prepaid Expenses	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369
Cash Position	(2,250)	428	18,784		25,323	38,775	43,575		68,213	75,488	79,253	

Telmi Inc - Financial Analysis 2 years

Cash in Bank	15,000	(625)	(625)		(625)	(625)	(625)		(625)	(625)	(625)	
<b>Cummulative Cash Position</b>	<b>12,750</b>	<b>12,553</b>	<b>30,711</b>	<b>30,711</b>	<b>55,409</b>	<b>93,559</b>	<b>136,509</b>	<b>136,509</b>	<b>204,096</b>	<b>278,959</b>	<b>357,586</b>	<b>357,586</b>

# FINANCIAL PROJECTION - 2 YEARS

## TELMI INC

Feb-04	Mar-04	Apr-04	First Year	May-04	Jun-04	Jul-04	First Quarter	Aug-04	Sep-04	Oct-04	Second Quarter	Nov-04	Dec-04
500,000	500,000	500,000	3,975,000	500,000	500,000	500,000	1,500,000	500,000	500,000	500,000	1,500,000	650,000	650,000
117,000	117,000	123,500	543,250	172,500	176,250	180,000	528,750	180,000	180,000	187,500	547,500	187,500	187,500
1,750	8,750	8,750	69,500	1,750	8,750	8,750	19,250	1,750	8,750	8,750	19,250	1,750	8,750
5,000	5,000	5,000	33,800	5,000	5,000	5,000	15,000	5,000	5,000	5,000	15,000	5,000	5,000
2,500	2,500	2,500	20,000	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500
<b>626,250</b>	<b>633,250</b>	<b>639,750</b>	<b>4,641,550</b>	<b>681,750</b>	<b>692,500</b>	<b>696,250</b>	<b>2,070,500</b>	<b>689,250</b>	<b>696,250</b>	<b>703,750</b>	<b>2,089,250</b>	<b>846,750</b>	<b>853,750</b>
1,500	1,500	1,500	16,650	1,500	1,500	1,500	4,500	1,500	1,500	1,500	4,500	1,500	1,500
300	300	1,000	6,200	300	300	1,000	1,600	300	300	1,000	1,600	300	300
1,920	3,840	3,840	34,560	1,920	3,840	3,840	9,600	1,920	3,840	3,840	9,600	1,920	3,840
1,600	1,600	1,600	16,160	1,600	1,600	1,600	4,800	1,600	1,600	1,600	4,800	1,600	1,600
2,500	2,500	2,500	25,300	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500
3,000	3,000	3,000	29,000	3,000	3,000	3,000	9,000	3,000	3,000	3,000	9,000	3,000	3,000
165,000	165,000	165,000	1,311,750	165,000	165,000	165,000	495,000	165,000	165,000	165,000	495,000	214,500	214,500
2,500	2,500	2,500	25,000	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500
18,788	18,998	19,193	139,247	20,453	20,775	20,888	62,115	20,678	20,888	21,113	62,678	25,403	25,613
308,500	308,500	311,750	2,259,125	336,250	338,125	340,000	1,014,375	340,000	340,000	343,750	1,023,750	418,750	418,750
5,000	5,000	5,000	39,750	5,000	5,000	5,000	15,000	5,000	5,000	5,000	15,000	6,500	6,500
500	500	500	6,000	500	500	500	1,500	500	500	500	1,500	500	500
400	400	400	4,450	400	400	400	1,200	400	400	400	1,200	400	400
150	150	150	1,700	150	150	150	450	150	150	150	450	150	150
200	200	200	2,400	200	200	200	600	200	200	200	600	200	200
450	450	450	4,500	450	450	450	1,350	450	450	450	1,350	450	450
50	50	50	900	50	50	50	150	50	50	50	150	50	50
250	250	250	2,750	250	250	250	750	250	250	250	750	250	250
3,500	3,500	3,500	26,000	3,500	3,500	3,500	10,500	3,500	3,500	3,500	10,500	3,500	3,500
<b>516,108</b>	<b>518,238</b>	<b>522,383</b>	<b>3,951,442</b>	<b>545,523</b>	<b>549,640</b>	<b>552,328</b>	<b>1,647,490</b>	<b>549,498</b>	<b>551,628</b>	<b>556,303</b>	<b>1,657,428</b>	<b>683,973</b>	<b>686,103</b>
<b>110,143</b>	<b>115,013</b>	<b>117,368</b>	<b>690,109</b>	<b>136,228</b>	<b>142,860</b>	<b>143,923</b>	<b>423,010</b>	<b>139,753</b>	<b>144,623</b>	<b>147,448</b>	<b>431,823</b>	<b>162,778</b>	<b>167,648</b>
626,250	633,250	639,750	4,641,550	681,750	692,500	696,250	2,070,500	689,250	696,250	703,750	2,089,250	846,750	853,750
516,108	518,238	522,383	3,951,442	545,523	549,640	552,328	1,647,490	549,498	551,628	556,303	1,657,428	683,973	686,103
7,369	7,369	7,369	44,217	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369
110,143	115,013	117,368		136,228	142,860	143,923		139,753	144,623	147,448		162,778	167,648

Telmi Inc - Financial Analysis 2 years

(625)	(625)	(625)	(625)	(625)	(625)	(625)	(625)	(625)	(625)	(625)	(625)	(625)	
467,104	581,491	698,234	698,234	833,836	976,071	#####	1,119,369	#####	#####	#####	1,549,316	#####	#####

Telmi Inc - Financial Analysis 2 years

Dec-04	Jan-05	Third Quarter	Feb-05	Mar-05	Apr-05	Second Year
650,000	650,000	1,950,000	750,000	750,000	750,000	7,200,000
187,500	187,500	562,500	210,000	217,500	221,250	2,287,500
8,750	8,750	19,250	1,750	8,750	8,750	77,000
5,000	5,000	15,000	5,000	5,000	5,000	60,000
2,500	2,500	7,500	3,000	3,000	3,000	31,500
<b>853,750</b>	<b>853,750</b>	<b>2,554,250</b>	<b>969,750</b>	<b>984,250</b>	<b>988,000</b>	<b>9,656,000</b>
1,500	1,500	4,500	1,500	1,500	1,500	18,000
300	1,000	1,600	300	300	1,000	6,400
3,840	3,840	9,600	1,920	3,840	3,840	38,400
1,600	1,600	4,800	1,600	1,600	1,600	19,200
2,500	2,500	7,500	2,500	2,500	2,500	30,000
3,000	3,000	9,000	3,000	3,000	3,000	36,000
214,500	214,500	643,500	247,500	247,500	247,500	2,376,000
2,500	2,500	7,500	2,500	2,500	2,500	30,000
25,613	25,613	76,628	29,093	29,528	29,640	289,680
418,750	418,750	1,256,250	480,000	483,750	485,625	4,743,750
6,500	6,500	19,500	7,500	7,500	7,500	72,000
500	500	1,500	500	500	500	6,000
400	400	1,200	400	400	400	4,800
150	150	450	150	150	150	1,800
200	200	600	200	200	200	2,400
450	450	1,350	450	450	450	5,400
50	50	150	50	50	50	600
250	250	750	250	250	250	3,000
3,500	3,500	10,500	3,500	3,500	3,500	42,000
<b>686,103</b>	<b>686,803</b>	<b>2,056,878</b>	<b>782,913</b>	<b>789,018</b>	<b>791,705</b>	<b>7,725,430</b>
<b>167,648</b>	<b>166,948</b>	<b>497,373</b>	<b>186,838</b>	<b>195,233</b>	<b>196,295</b>	<b>1,930,570</b>
853,750	853,750	2,554,250	969,750	984,250	988,000	9,656,000
686,103	686,803	2,056,878	782,913	789,018	791,705	7,725,430
7,369	7,369	7,369	7,369	7,369	7,369	7,369
167,648	166,948		186,838	195,233	196,295	1,937,939

Telmi Inc - Financial Analysis 2 years

(625)	(625)		(625)	(625)	(625)	
1,878,491	2,044,814	2,044,814	2,231,026	2,425,634	2,621,304	2,621,304