



Date, Saturday, May 15, 2004

## VIA U.S. MAIL

.

Florida Public Service Commission Division of Records and Reporting 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6770 040471-77

Reference: Application for IXC License RIGHSOUTH TELECOM CORP

Dear Sir or Madam:

Enclosed please find a copy of the company I am working for on the application, RINGSOUTH TELECOM CORP, for an IXC license. I am confident that a review of my application will prove to be well worth your time.

Please feel free to contact me at the above number or email address should you have any additional questions. Thank you for your time.

With best regards,

Sandra Ximena Diaz Hoyos

President – SMART NETWORK SOLUTIONS

Direct Telephone: +1 305 808.7354 x 111

Direct Fax: +1 305 402,5940

Email. sandra@snscomm.com

Original Tariff forwards to CAP
Enclosure as stated

SMART NETWORK SOLUTION COMM. 444 Brickell Ave, Suite 612 Miami, FL 33131 – USA Phone. 305-808 7361 / 54 – 305-532 5516

Fax. 305-402 5940

Email. sandra@snscomm.com website: www.snscomm.com

## \*\* 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

## 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

This is	an application for √ (check one):						
(√)	Original certificate (new company).						
<b>(</b> , <b>)</b>	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 certificate company purchases an existing company and desires to retain the certificate of authority of that company.							
( )	<b>Approval of transfer of control:</b> <u>Example</u> , a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.						
2. Name of company:							
RINGSOUTH TELECOM CORP							
Name	ne under which applicant will do business (fictitious name, etc.):						
	ficial mailing address (including street name & number, post office box, city, ate, zip code):						
600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131							
Florida code):	a address (including street name & number, post office box, city, state, zip						
600 BI	RICKELL AVENUE, SUITE 300B, MIAMI, FL 33131						
Select	type of business your company will be conducting $\sqrt{\text{(check all that apply):}}$						
(√)	Facilities-based carrier - company owns and operates or plans to						
	(√) ( )  ( )  ( )  Name  RING  Name  Officia state, :  600 E  Florida code): 600 BI  Select						

fa	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.					
d d	( ) 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 dentification numbers.					
Structure of organization;						
	<ul> <li>( ) Individual</li> <li>( ) Foreign Corporation</li> <li>( ) General Partnership</li> <li>( ) Umited Partnership</li> <li>( ) Other</li> </ul>					

) I

7.

8.	<u>If individual,</u> 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: P0400066122
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.	<u>If a limited liability partnership</u> , 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 c the partnership agreement.					
	Name:					
	Title:					
	Addre	ss: tate/Zip: none No.: Fax No.:				
	Intern	none No.: Fax No.: et E-Mail Address: et Website Address:				
14.		reign limited partnership, provide proof of compliance with the foreign ed partnership statute (Chapter 620.169, FS), if applicable.				
15		(a) <b>The Florida registration number:</b> Provide <u>F.E.I. Number (if applicable): 57-1203580</u>				
16.	Provid	e 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:					
	Addre	Address:				
		tate/Zip:Fax No.:				
	-	2-				

17. Who will receive the bills for your service? ( √) Residential Customers ( √) Business Customers ( ) PATs station end-users ( ) PATs providers ( ) Hotels & motels ( ) Hotel & motel quests ( ) Universities ( ) Universities dormitory residents ( ) Other: (specify)\_\_ 18. Who will serve as liaison to the Commission with regard to the following? The application: (a) Name: JUAN A. GOMEZ Title: PRESIDENT 600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131 Address: City/State/Zip: **MIAMI, FL 33131** Telephone No.: 305.532.5516 Fax No.: 305.402.5940 Internet E-Mail Address: JGNTSCS@BELLSOUTH.NET Internet Website Address: www.RINGSOUTH.COM

How is this information provided?

(c)

(b) Official point of contact for the ongoing operations of the company:				
Name: JUAN A. GOMEZ				
Title: PRESIDENT				
Address: 600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131 City/State/Zip: MIAMI, FL 33131 Telephone No.: 305.532.5516				
Fax No.: 305.402.5940				
Internet E-Mail Address: JGNTSCS@BELLSOUTH.NET				
Internet Website Address: www.RINGSOUTH.COM				
(c) Complaints/Inquiries from customers:				
Name: JUAN A. GOMEZ				
Title: PRESIDENT				
Address: 600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131 City/State/Zip: MIAMI, FL 33131				
Telephone No.: 305.532.5516				
Fax No.: 305.402.5940 Internet E-Mail Address: JGNTSCS@BELLSOUTH.NET				
Internet Website Address: www.RINGSOUTH.COM				
Internet Website Address: www.RINGSOUTH.COM				
Internet Website Address: www.RINGSOUTH.COM List the states in which the applicant:				

19.

(c)	is certificated to operate as an interexchange telecommunications company.
, .ह.	
(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 I	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 $\sqrt{\ }$ (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						
	Method of doode to doo						
	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						
FORM	PSC/CMU 31 (12/96)						

sensitive)	
Method of a	ccess is FGA
	Method of access is FGB
	Method of access is FGD
	Method of access is 800
ď	MTS for pay telephone service providers
e	Block-of-time calling plan (Reach Out
	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.)
l	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

l.	Services included are:			
	Station assistance			
	Person-to-person assistance			
	Directory assistance			
٠.	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 <u>affirming that the financial</u> statements are true and correct and should include:

- 1. the balance sheet;
- 2. income statement; and
- 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. <u>A written explanation</u> 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. <u>A written explanation</u> 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 <u>.15 of one percent</u> 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.

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Name: JUAN A. GOMEZ Signature

Title: PRESIDENT

Address: 600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131

City/State/Zip: MIAMI, FL 33131

**Telephone No.:** <u>305.532.5516</u> **Fax No.:** <u>305.402.5940</u>

Internet E-Mail Address: JGNTSCS@BELLSOUTH.NET

Internet Website Address: www.RINGSOUTH.COM

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 <b>not</b> 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:
Address: 600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131 City/State/Zip: MIAMI, FL 33131 Telephone No.: 305.532.5516 Fax No.: 305.402.5940 Internet E-Mail Address: JGNTSCS@BELLSOUTH.NET
Internet Website Address: www.RINGSOUTH.COM

## 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:	
Name: JUAN A. GOMEZ Signature	
Title: PRESIDENT	
Address: 600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131 City/State/Zip: MIAMI, FL 33131	
Telephone No.: 305.532.5516  Fax No.: 305.402.5940 Internet E-Mail Address: JGNTSCS@BELLSOUTH.NET	
Internet Website Address: www.RINGSOUTH.COM	

## **CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has in Florida.	( ) or <b>has not</b> ( X ) previously provided intrastate telecommunications
If the answer i	s <u>has</u> , 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?
	:JUAN A. GOMEZ PRESIDENT
City/S Telep Fax N	ess:600 BRICKELL AVENUE, SUITE 300B, MIAMI, FL 33131  tate/Zip:MIAMI, FL 33131  hone No.: 305.532.5516  o.:305.402.5940  tet E-Mail Address:JGNTSCS@BELLSOUTH.NET
Intern Signa	ture www.RINGSOUTH.COM
	1 11

## CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name)	,
(Title)	of
Company)	(Name of
and current holder of Florida Public Serv	ice Commission Certificate Number
#, have repetitioner's request for a:	eviewed this application and join in the
( ) transfer	
( ) assignment	
of the above-mentioned certificate.	
UTILITY OFFICIAL:	
Print Name	_ Signature
Title	Date
Telephone No.	Fax No.
Address:	

#### 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 RINGSOUTH TELECOM CORP. with principal offices at 600 BRICKELL AVE, SUITE 300B, MIAMI, FLORIDA 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.

## **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:	5/15/2004	EFFECTIVE:	
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## INTER EXCHANGE SERVICES TARIFF

## **TABLE OF CONTENTS**

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Section 1 – Technical Terms and Abbreviations	7
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## **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

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- 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

#### 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).I. 2.1.1.A.1.(a).I.(i).

ISSUED:	5/15/2004	EFFECTIVE:

TARIFF FORMAT SHEET	ŤΑ	R	[FF	FO	RM	[AT	SHEET	3
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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 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.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the customer's location to a

RINGSOUTH TELECOM CORP 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: RINGSOUTH TELECOM CORP

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.

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

Saturday through Friday.

## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Holidays: RINGSOUTH TELECOM CORPrecognized holidays are: New

Year's Day, Memorial Day, and July 4th, 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 records in the

800 or 800 type database and management system.

SECTION 1 -	TECHNICAL	TERMS AND	<b>ABBREVIATIO</b>	NS (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.

#### <u>SECTION 2 – RULES AND REGULATIONS</u>

#### 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 man 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.
- 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

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:	5/15/2004	EFFECTIVE:

#### 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:

B --

Credit =  $A/B \times C$ 

"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.
- 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.

ISSUED: 5/15/2004	EFFECTIVE:
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#### 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 regualation(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.
- 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:	5/15/2004	EFFECTIVE:

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

ISSUED: 5/15/2004 EFFECTIVE;	
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#### 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.

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#### 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:	5/15/2004	EFFECTIVE:

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#### INTER EXCHANGE SERVICES TARIFF

#### **SECTION 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 canters 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:

- 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.

# **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:

RINGSOUTH TELECOM CORP 600 BRICKELL AVE, SUITE 300B MIAMI, FLORIDA 33131. Ph. +1 305.377.0317

# 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:	5/15/2004	EFFECTIVE:

# 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 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)

ISSUED: 5/15/2004 EFFECTIVE:

© 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.

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)

ISSUED:	5/15/2004	EFFECTIVE:

3	5 6£	Emergency	Call	Handling	Procedures
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Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

ISSUED: 5/15/2004 EFFECTIVE:

# **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:	5/15/2004	EFFECTIVE:

# **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: 5/15/2004 EFFECTIVE:	
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Prepaid Calling Cards			175,000	225,000		250,000		750,000		500,000	500,000	1,500,000		500,000			500,000				500,000				650,000		650,000	1,950,000	750,000		750,000	.7,200
ViPin - personalized prepaid pin		2,500		8,750	10,000			59,500	36,000	36,000	45,500		117,000			643,380		176,250			180,000	180,000	187,500	547,500	187,500		187,500	562,500	210,000	217,500		2,227
Broker Services		1,750		6,750	6,750			24,250	1,750	6,750	8,750	19,250	1,750		8,750	19,300	1,750		8,750		1,750	8,750	8,750	19,250	1,750	8,750			1,750	8,750	8,750	77
Consulting Services		500		1,300	2,500			7,500	3,000	3,500		10,000	5,000	5,000		\$3,500	5,000		5,000	15,000	5,000		5,000	15,000	5,000			15,000		5,000	5,000	N
Switch Services		1,000		2,000				3,000		2,500		7,500	2,500	2,500	2,500	25,000	2,500	2,500		7,500	2,500			7,500	2,500			7,500		3,000	3,000	>1
Design services		300		600	500		1,000	2,500	300	300	300	900	300	300	300	190	300	300	300	900	300	300	300	900	300	300	300	900		300	300	•
Other type of services		600		2,100	1,000			5,000	600	600	600	1,800	600	600		10,700	600	600	600	1,800	500			1,800	600		600	1,800	600	600	600	
otal Income		56,650	189,850	246,500	221,750	290,000	340,000	851,750	544,150	551,650	561,150	1,656,950	627,150	634,150	640,650	4,047,150	682,650	693,400	697,150	2,073,200	690,150	697,150	704,650	2,091,950	847,650	854,650		2,556,950	970,650	985,150	988,800	
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Design expenses	450	1,200		3,150	1,500		1,500	4,500	1,500	1,500	1,500	4,500	1,500	1,500		16,668	1,500	1,500		4,500	1,500	1,500	1,500	4,500	1,500		1,500	4,500		1,500	1,500	18,1
Scftware	1,500	500	300	2,300	300			900	300	300		900	300	300		6,000	300			900	300	300	300	900	300			900	300	300	300	1.
Professional fees - web design	800		300	1,400	300			1,600	300	300		1,600	300	300		0,130	300			1,600	300	300	1,000	1,600	300			1,600	300	300	1,000	
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	1,920	3,840	3,840	24,849	1,920	3,840	3,840	9,600	1,920	3,840	3,640	9,600	1,920		3,840	9,600	1,920	3,840	3,840	
Printing promotional material		880	880	1,760	1,600	1,600	1,600	4,800	1.600	1,600	1,500	4,800	1,600	1,600		19,180	1,600	1,600	1,600	4,800	1.600	1,600	1,600	4,800	1,600	1,600	1,600	4,800	1,600	1,600	1,600	(8)
Printing advertising		1,400	1,400		2,500			7,500	2,500	2,500		7,500	2,500	2,500		25,300	2,500			7,500	2,500	2,500	2,500	7,500				7,500	2,500	2,500	2,500	20,
Advertising		2,000	2,000	4,000	2,000	2,000	3,000	7,000	3,000	3,000	3,000	9,000	3,000	3,000	3,000	22,000	3,000	3,000	3,000	9,000	3.000	3,000	3,000	9,000	3,000	3,000	3,000	9,000		3,000	3,000	24.4
Distributor comissions	1 .	16,500	57,750	74,250	66,000			247,500	165,000	165,000	165,000	495,000	165,000	165,000	165,000	1,811,750	165,000	165,000	165,000	495,000	165,000	165,000	165,000	495,000	214,500	214,500	214,500	643,500	247,500	247,600	247,500	2,276,0
Professional fees			2,500	2,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500	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	2,500	7,500	2,500	2,500	2,500	20,
Federal Tax	T -	1,700	5,696	7,395	6,653	8,700	10,200	25,553	16,325	16,550	16,835	49,709	18,815	19,025	19,220	139,716	20,480	20,802	20,915	62,196	20,705	20,915	21,140	62,759	25,430	25,640	25,640	76,709	29,120	29,555	29,667	270,
Termination	T	31,500	108,750	140,250	126,000	164,850	194,850	485,700	321,600	321,600	327,300	970,500	370,200	370,200	374,100	1,710,850	403,500	405,750	408,000	1,217,250	408,000	408,000	412,500	1,228,500	502,500	502,500	502,500	1,507,500	576,000	680,600	582,750	3,897
Telephone services	Т —	500	1,750	2,250	2,000	2,500	3,000	7,500	5,000	5,000	5,000	15,000	5,000	5,000	5.000	\$9,750	5,000	5.000	5,000	15,000	5,000	5,000	5,000	15,000	6,500	6,500	6,500	19,500	7,500	7,500	7,500	72,
Consultants	500	500	500	1,500	500	500	500	1,500	500	500	500	1,500	500	500	500	4.600	500	500	500	1,500	500	500	500	1,500	500	500	500	1,500	500	500	500	
Entertainment	50	400	400	850	400	400	400	1,200	400	400	400	1,200	400	400	400	4449	400	400	400	1,200	400	400	400	1,200	400	400	400	1,200	400	400	400	4.
Gas	50	150	150	350	150	150	150	450	150	150	150	450	150	150	150	1,700	150	150	150	450	150	150	150	450	150	150	150	450	150	150	150	1
Insurance	200	200	200	600	200	200	200	600	200	200	200	600	200	200	200	2,400	200	200	200	600	200	200	500	600	200	200	200	600	200	200	200	1,
Automobile expenses			450	450	450	450	450	1,350	450	450	450	1,350	450	450	450	4,800	450	450	450	1,350	450	450	450	1,350	450	450	450	1,3\$0	450	450	450	
Miscellaneous	200	200	50	450	50	50	50	150	50	50	50	150	50	50	50	900	50	50	50	150	50	50	50	150	50	50	50	150	50	50	50	
Office Supplies		250	250	500	250	250	250	750	250	250	250	750	250	250	250	2.750	250	250	250	750	250	250	250	750	250	250	250	750	250	250	250	
l Yravel Expense	1,000	1,000	2,000	4,000	2,000	2,000	2,000	6,000	2,500	2,500	2,500	7,500	2.500	2.500	2.500	25.500	2,500		2.500	7,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	N
Marketing		1,000	2,500	3,500	2,000	2,000	2,000	6,000	2,500	3,000	3,000	8,500	2,500	3.000	3,000	\$6,500	2,500	3.000	3.000	8,500	2,500	3,000	3,000	8,500	2,500	3,000	3,000	8,500	2,500	3,000	3,000	34
Other		1,000	1,000	2,000	1,000	1,000	1,000	3,000	3,500	3,500	3,500	10,500	3,500	3,500		\$4,600	3,500	3,500	3,500	10,500	3,500	3,500	3,500	10,500	3,500	3,500	3,500	10,500	3,500	3,500	3,500	42,
ital Expenses	4,750	63,100	192,245	260,005	220,273	280,090	330,290	830,653	533,965	534,690	541,375	1,610,029	583,135	585,765	590,580	4,400,235	618,100	623,002	626,155	1,867,346	622,825	625,455	630,880	1,879,150	773,050	775,630	776,380	2,325,109	884,240	891,595	894,657	9,742,
T PROFIT AND LOSS PRE TAX	(4,750)	(6,450)	(2,396)	(13,595)	1,478	9,910	9,710	21,098	10,186	16,961	19,776	46,922	44,016	48,386	50,091	164,613	64,551	70,308	70,996	205,854	67,326	71,696	73,771	212,792	74,601	78,971	78,271	231,842	85,417	93,556	94,243	971
SH FLOW ANALYSIS	<del> </del>					1																				+						
tal Income		56,650	169,850	246,500	221,750	290,000	340,000	851,750	544,150	551,650	561,150	1.656,950	627.150	634.150	640 650	4 647 165	582,650	693,400	697,150	2.073.200	690,150	697.150	704.650	2,091,950	847.650	854.650	854.650	2,556,950	970,650	985,150	988,900	9,005
tal Expenses	4,750			260.095			330,290				541.375	1,610,029	583,135	585,765		4.440.735		623,092	626,155			625,455		1,879,159	773.050	775,680	776,380	2,325,109		891,595	894,657	6.742
paid Expenses	7.369		7.369					7,369			7,369	7.369	7.369		7,369	41261	7.369		7,369	7,369		7,369		7.369	7.369	7.369	7.369	7.359		7.369	7.369	
sh Position	(4,750)		(2,396)		1.478				10,186	16,961	19,776		44.016		50,091			70,308	70,996	1,000	67.326			- 00-4	74,601	78,971	78.271	1,,,,,,,,,	86,411	93,556	94,243	932
sh in Bank	15,000	(625)	(625)		(525)		(625)		(625)	(625)	(625)	-	(625)	(625)	(625)		(625)		(625)		(625)	(625)			(625)				(625)	(625)	(625)	
mmulative Cash Position																																

# **Balance Sheet**

# RINGSOUTH TELECOM CORP

		APROX
Assets		
Current Assest		
	Cash in Bank	15,000
Prepaid Expenses		
	Prepaid Switch Usage	160,000
	Prepaid Billing Services	18,800
	Prepaid Web access	7,200
	Prepaid office Space	21,600
	Prepaid Computer Service	3,500
	Prepaid rental of office equiptment (fax,	
	scanner, copy machine)	800
	Prepaid telephone services	7,200
	Prepaid telephone equiptment rental	2,000
	Prepaid space rental for customer	
	service	18,400
	Prepaid internet access	10,800
		20E 200
Total Assets		265,300
Liabilities and Share H	olders Equity	
Short Term Liabilities		
	Short term loan due within 1 year	7,500
Long Term Liabilities		
	Long term loan due year 2	7,500
Share Holders Equity		250,300
Total Liabilities and sh	are Holders Equity	265,300

# IXC REGISTRATION FORM

Company Name	RIGNSOUTH TELECO	DM CORP							
Florido Consetent of	Otata Davistastias Na	P04000066122							
•	State Registration No.								
Fictitious Name(s) as State	s filed at Fla. Sec. of	RINGSOUTH TELECOM							
Compony Moiling									
Company Mailing Name	RINGSOUTH TEL	LECOM							
Mailing Address	600 BRICKELL AV	600 BRICKELL AVENUE, SUITE 300B							
	MIAMI, FL 33131								
Web Address	<u>www.ringsou</u>	TH.COM							
E-mail Address	JGNTSCS@BELL	_SOUTH.NET							
Physical Address		VENUE, SUITE 300B							
	MIAMI, FL 33131								
Company Liaison	JUAN A GOMEZ								
Title	PRESIDENT								
Phone	305.377.0317								
Fax	305.377.0318								
E-mail addre	ess <u>JGNTSCS@BELL</u>	SOUTH.NET							
Consumer Liaison to PSC	JUAN A GOMEZ								
Title	PRESIDENT								
Address	600 BRICKELL A	VENUE, SUITE 300B, MIAMI, FL 33131							
Phone	305.377.0317								
Fax	305.377.0318								
E-mail addre	ess <u>JGNTSCS@BELL</u>	<u>SOUTH.NET</u>							
understand that my opursuant to Section each year or partial company will comply	company must notify the 364.02, Florida Statutes year my registration is ac	64.04, Florida Statutes, is enclosed with this form. I commission of any changes to the above information. My company will owe Regulatory Assessment Fees for ctive pursuant to Section 364.336, Florida Statutes. My Florida Statutes, concerning carrier selection requirements, erning billing practices.  JUAN A. GOMEZ							
Signature of Co	mpany Representative	Printed/Typed Name of Representative							

Date May 15, 2004

Effective: 07/15/2003

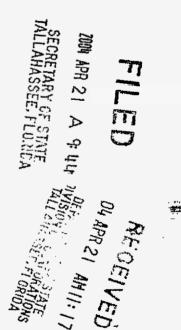
# P0400066122

1
(Requestor's Name)
(Address)
(Address)
(City/State/Zip/Phone #)
PICK-UP WAIT MAIL
(Business Entity Name)
(Document Number)
Certified Copies Certificates of Status
Special Instructions to Filing Officer:
Office Use Only



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U4/21/04--U1035--B01 \*\*78.75



OFFICE USE ONLY(DOCUMENT #) LAZARUS CORPORATE FILING SERVICE 3320 S.W. 87 AVENUE MIAMI, FLORIDA (305)552-5973 OFFICE USE ONLY CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known): 2. (Corporation Name) (Document #) 3. (Corporation Name) (Document #) 4. (Corporation Name) (Document #) Pick up time 2.00 Walk in Certified Copy Mail out Photocopy Will wait Certificate of Status

Δ	NEW FILINGS
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

 AMENDMENTS
Amendment
Resignation of R.A., Officer/Director
Change of Registered Agent
Dissolution/Withdrawal
Merger

• • •	OTHER FILINGS
	Annual Report
	Fictitious Name
	Name Reservation

REGISTRATION/ QUALIFICATION		
	Foreign	
	Limited Partnership	
	Reinstatement	
	Trademark	
	Other	

Examiner's	Initials	- [

# ARTICLES OF INCORPORATION

The undersigned Incorporator(s), for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

# ARTICLE 1 - NAME

The name of the corporation shall be:

RINGSOUTH TELECOM, CORP

THE D THE APR 21 A 9: 41 SECRETARY OF STATE ALLAHASSEE, FLORID,

# ARTICLE II - PRINCIPAL OFFICE

The principal place of business and mailing of this corporation shall be:

1403 w Flagler St MIAMI, FLORIDA, 33/85

# **ARTICLE III - SHARES**

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

100

# ARTICLES IV -INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent is:

JUAN A. GOMEZ 1403 W FLAGER ST MIAMI, FLORIDA, 33/35

# **ARTICLE V - INCORPORATOR**

The name and street address of the incorporator to these Articles of Incorporation is:

JUAN A GMEZ W FLAGLER, ST

The undersigned incorporator has executed these Articles of Incorporation this 20 day of ABRIL 2004

signature\_

# **ARTICLE VI- DIRECTOR(S)**

The name(s) and street address(es) of the director(s) to these Articles of Incorporation is (are):  $\underset{\Sigma}{\triangleright}$ 

JUAN A. GOMEZ 1408 MFLAGLER ST MIAM, FLORIDA, 33135 PRESIDENT

MAPR 21 A 9 44 CRETARY OF STATE

### CERTIFICATE OF DESIGNATION OF REGISTERED AGENT / REGISTERED OFFICE

Having been named as Registered Agent and to accept service of process for the above stated corporation at place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes related to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

Registered Agent Signature



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RINGSOUTH TELECOM, CORP, a Florida corporation, filed on April 21, 2004, as shown by the records of this office.

The document number of this corporation is P04000066122.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-second day of April, 2004

CR2EO22 (2-03)

Glenda L. Haad Secretary of State



April 22, 2004

LAZARUS

The Articles of Incorporation for RINGSOUTH TELECOM, CORP were filed on April 21, 2004 and assigned document number P04000066122. 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 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/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS 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 notices reach you.

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

Loria Poole, Document Specialist New Filings Section

Letter Number: 904A00026663