

080112

FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT

APPLICATION FORM
for
AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS COMPANY SERVICE
WITHIN THE STATE OF FLORIDA

08 FEB 25 11 53 AM '08

Instructions

- A. This form is used as an application for an original certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and two (2) copies of this form along with a non-refundable application fee of \$400.00 to:

**Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

CMP _____ E. A filing fee of \$400.00 is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.815, F.A.C.).

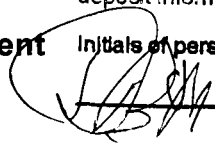
COM _____

CTR _____ F. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Competitive Markets and Enforcement
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

Check this box if filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:



ECR _____

GCL _____

OPC _____

RCA _____

SCR _____

SGA _____

SEC _____

OTH _____

FORM PSC/CMP-8 (01/06)
Required by Commission Rule Nos. 25-24.810,
and 25-24.815

Note: To complete this interactive form using your computer, use the tab key to navigate between data entry fields.

01417 FEB 25 08

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority rather than apply for a new certificate.

Approval of assignment of existing Certificate: Example, a certificated company purchases an existing company and desires to retain the existing certificate of authority and tariff.

2. Name of company: QuikVoip, LLC

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

QuikVoip

4. Official mailing address:

Street/Post Office Box: 8567 Coral Way #163

City: Miami

State: Florida

Zip: 33155-2335

5. Florida address:

Street/Post Office Box: 7700 SW 15th st

City: Miami

State: Florida

Zip: 33144

6. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other,

- Corporation
- Foreign Partnership
- Limited Partnership

7. **If individual**, provide:

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

8. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: L07000074057

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: Not Foreign

10. **If using fictitious name (d/b/a)**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is:

11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is: L07000074057

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement. *Please See "Attachment 1" which was enclosed with This document*

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is:

14. Provide **F.E.I. Number**(if applicable): 26-0545837

15. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Randy Almaguer
Title: Manager
Street name & number:
Post office box:
City: Miami
State: Florida
Zip: 33166
Telephone No.: 3052052606
Fax No.:
E-Mail Address: Ralmaguer@QuikVoip.net
Website Address: www.QuikVoip.net

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

Name: Jose R. Paz
Title: CEO
Street name & number:
Post office box:
City: Miami
State: Florida
Zip: 33144
Telephone No.: 13053602395
Fax No.:
E-Mail Address: Jrpaz@QuikVoip.net
Website Address: www.QuikVoip.net

(c) Complaints/Inquiries from customers:

Name: Randy Almaguer
Title: Manager
Street/Post Office Box:
City: Miami
State: Florida
Zip: 33166
Telephone No.: 3052052606
Fax No.:
E-Mail Address: Ralmaguer@QuikVoip.net
Website Address: www.QuikVoip.net

16. List the states in which the applicant:

(a) has operated as a Competitive Local Exchange Telecommunications Company.

N/A

(b) has applications pending to be certificated as a Competitive Local Exchange Telecommunications Company.

N/A

(c) is certificated to operate as a Competitive Local Exchange Telecommunications Company.

N/A

(d) has been denied authority to operate as a Competitive Local Exchange Telecommunications Company and the circumstances involved.

N/A

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

N/A

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

N/A

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

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

N/A

(b) granted or denied a competitive local exchange certificate in the State of Florida (this includes active and canceled competitive local exchange certificates). If yes, provide explanation and list the certificate holder and certificate number.

N/A

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

N/A

18. Submit the following:

(a) Managerial capability: resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

(b) Technical capability: 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: applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. 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.

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.


RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

APPLICANT ACKNOWLEDGEMENT: 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 competitive local exchange telecommunications company 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."**

Company Owner or Officer

Print Name: Jose Ramon Paz
Title: Chief Executive Officer
Telephone No.: 13053602395
E-Mail Address: Jrpaz@QuikVoip.net

Signature:  _____ Date: _____

CERTIFICATE SALE, TRANSFER,
OR
ASSIGNMENT STATEMENT

As current holder of Florida Public Service Commission Certificate Number _____, I have reviewed this application and join in the petitioner's request for a

sale

transfer

assignment

of the certificate.

Company Owner or Officer

Print Name:

Title:

Street/Post Office Box:

City:

State:

Zip:

Telephone No.:

Fax No.:

E-Mail Address:

Signature: _____

Date: _____

QuikVoip, LLC

Attachment 1

Partnership information

Name	Jose R. Paz	Randy Almaguer
Title	CEO-Manager	Manager
Street/Post Office Box	7700 SW 15 th st	8234 Lake Dr
City	Miami	Miami
State	Florida	Florida
Zip	33144	33166
Telephone	1-305-360-2395	305-205-2606
Fax	305-267-9843	NA
Email Address	jrpaz@Quikvoip.net	Ralmaguer@Quikvoip.net
Website	Quikvoip.net	Quikvoip.net

not conf.
per phone mess.
from R. Almaguer.
2/26/08 ~~MA~~ Lockwood

QuickVoip, LLC
Profit Loss
February 2008

Ordinary Income/Expense	
Income	
Income	150,000.00
Total Income	<u>150,000.00</u>
Cost of Goods Sold	
Fuel	62,600.00
Total COGS	<u>62,600.00</u>
Gross Profit	87,400.00
Expense	
Car Insurance	4,128.00
Cell Phone	900.00
Electrical	430.00
Phone & Internet	370.00
Taxes	13,398.56
Depreciation Expense	6,218.18
Total Expense	<u>25,444.74</u>
Net Ordinary Income	<u>61,955.26</u>
Net Income	<u><u>61,955.26</u></u>

Expenses are on a 20% Overall Scale

QuickVoip, LLC
Balance Sheet
As of December 31st, 2008

ASSETS

Current Assets

Checking/Savings

Bank 4,000.00

Total Checking/Savings 4,000.00

Other Current Assets

Prepaid Expense 33,000.00

Total Other Current Assets 33,000.00

Total Current Assets 37,000.00

Fixed Assets

Land & Building 10,318.00

Machinery & Equipment 6,240.00

Furniture and Fixtures 500.00

Other Fixed Assets

House 108,000.00

Plane 63,000.00

Other Fixed Assets - Other 344.00

Total Other Fixed Assets 171,344.00

Accumulated Depreciation -6,218.18

Total Fixed Assets 182,183.82

Other Assets

CD 33,000.00

Life Insurance 50,000.00

Total Other Assets 83,000.00

TOTAL ASSETS 302,183.82

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Interest Payable 240.00

Taxes Payable 1,116.00

Total Other Current Liabilities 1,356.00

Total Current Liabilities 1,356.00

Total Liabilities 1,356.00

Equity

Starting Capital 4,000.00

Owners Equity 234,872.56

Net Income 61,955.26

Total Equity 300,827.82

TOTAL LIABILITIES & EQUITY 302,183.82

QuickVoip, LLC
Projections
January through December 2008

	<u>Jan 08</u>	<u>Feb 08</u>	<u>Mar 08</u>	<u>Apr 08</u>
Ordinary Income/Expense				
Income				
Income	12,500.00	12,500.00	12,500.00	12,500.00
Total Income	<u>12,500.00</u>	<u>12,500.00</u>	<u>12,500.00</u>	<u>12,500.00</u>
Cost of Goods Sold				
Fuel	5,217.00	5,217.00	5,217.00	5,217.00
Total COGS	<u>5,217.00</u>	<u>5,217.00</u>	<u>5,217.00</u>	<u>5,217.00</u>
Gross Profit	7,283.00	7,283.00	7,283.00	7,283.00
Expense				
Car Insurance	344.00	344.00	344.00	344.00
Cell Phone	75.00	75.00	75.00	75.00
Phone & Internet	31.00	31.00	31.00	31.00
Taxes	1,117.00	1,117.00	1,117.00	1,117.00
Computer and Internet Expenses	36.00	36.00	36.00	36.00
Depreciation Expense	518.18	518.18	518.18	518.18
Total Expense	<u>2,121.18</u>	<u>2,121.18</u>	<u>2,121.18</u>	<u>2,121.18</u>
Net Ordinary Income	<u>5,161.82</u>	<u>5,161.82</u>	<u>5,161.82</u>	<u>5,161.82</u>
Net Income	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>

Expenses are on a 20% Overall Scale

QuickVoip, LLC
Projections
January through December 2008

	<u>May 08</u>	<u>Jun 08</u>	<u>Jul 08</u>	<u>Aug 08</u>
Ordinary Income/Expense				
Income				
Income	12,500.00	12,500.00	12,500.00	12,500.00
Total Income	<u>12,500.00</u>	<u>12,500.00</u>	<u>12,500.00</u>	<u>12,500.00</u>
Cost of Goods Sold				
Fuel	5,217.00	5,217.00	5,217.00	5,217.00
Total COGS	<u>5,217.00</u>	<u>5,217.00</u>	<u>5,217.00</u>	<u>5,217.00</u>
Gross Profit	7,283.00	7,283.00	7,283.00	7,283.00
Expense				
Car Insurance	344.00	344.00	344.00	344.00
Cell Phone	75.00	75.00	75.00	75.00
Phone & Internet	31.00	31.00	31.00	31.00
Taxes	1,117.00	1,117.00	1,117.00	1,117.00
Computer and Internet Expenses	36.00	36.00	36.00	36.00
Depreciation Expense	518.18	518.18	518.18	518.18
Total Expense	<u>2,121.18</u>	<u>2,121.18</u>	<u>2,121.18</u>	<u>2,121.18</u>
Net Ordinary Income	<u>5,161.82</u>	<u>5,161.82</u>	<u>5,161.82</u>	<u>5,161.82</u>
Net Income	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>

Expenses are on a 20% Overall Scale

QuickVoip, LLC
Projections
January through December 2008

	<u>Sep 08</u>	<u>Oct 08</u>	<u>Nov 08</u>	<u>Dec 08</u>
Ordinary Income/Expense				
Income				
Income	12,500.00	12,500.00	12,500.00	12,500.00
Total Income	<u>12,500.00</u>	<u>12,500.00</u>	<u>12,500.00</u>	<u>12,500.00</u>
Cost of Goods Sold				
Fuel	5,217.00	5,217.00	5,217.00	5,217.00
Total COGS	<u>5,217.00</u>	<u>5,217.00</u>	<u>5,217.00</u>	<u>5,217.00</u>
Gross Profit	7,283.00	7,283.00	7,283.00	7,283.00
Expense				
Car Insurance	344.00	344.00	344.00	344.00
Cell Phone	75.00	75.00	75.00	75.00
Phone & Internet	31.00	31.00	31.00	31.00
Taxes	1,117.00	1,117.00	1,117.00	1,117.00
Computer and Internet Expenses	36.00	36.00	36.00	36.00
Depreciation Expense	518.18	518.18	518.18	518.18
Total Expense	<u>2,121.18</u>	<u>2,121.18</u>	<u>2,121.18</u>	<u>2,121.18</u>
Net Ordinary Income	<u>5,161.82</u>	<u>5,161.82</u>	<u>5,161.82</u>	<u>5,161.82</u>
Net Income	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>	<u><u>5,161.82</u></u>

Expenses are on a 20% Overall Scale

QuickVoip, LLC
Projections
January through December 2008

	<u>TOTAL</u>
	<u>Jan - Dec 08</u>
Ordinary Income/Expense	
Income	
Income	150,000.00
Total Income	<u>150,000.00</u>
Cost of Goods Sold	
Fuel	62,604.00
Total COGS	<u>62,604.00</u>
Gross Profit	87,396.00
Expense	
Car Insurance	4,128.00
Cell Phone	900.00
Phone & Internet	372.00
Taxes	13,404.00
Computer and Internet Expenses	432.00
Depreciation Expense	6,218.16
Total Expense	<u>25,454.16</u>
Net Ordinary Income	<u>61,941.84</u>
Net Income	<u><u>61,941.84</u></u>

Expenses are on a 20% Overall Scale

ARTICLES OF ORGANIZATION
OF
QUIKVOIP, LLC

The undersigned two or more persons hereby form a limited liability company under the Florida Limited Liability Company Act and adopt and certify as the Articles of Organization of such limited liability company the following:

I. NAME: The name of the limited liability company is:
QuikVoip, LLC

II. DURATION: The period of its duration:

The duration of the company shall be thirty-nine years from the date of filing of these Articles of Organization with the Division of Corporations of the State of Florida.

III. PURPOSE: The business purpose for which this limited liability company is organized includes, but is not limited to, the following:

Mobile Voice over IP solution
Full Service Voice over IP Provider

In addition, the Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

IV. AGENT:

- A. The name and address of the registered agent at the office in Florida is:
Paz, Jose R
7700 sw 15th st
Miami Fl, 33144 US

I, Paz, Jose R, on this date do hereby voluntarily accept and agree to serve as Registered Agent for QuikVoip, LLC



Paz, Jose R, Registered Agent

V. DIVISION APPOINTMENT: The Florida Division of Corporations is hereby appointed the agent of this limited liability company for service of process if the registered agent has resigned, the agent's authority had been revoked or the agent cannot be found or served with the exercise of reasonable diligence.

VI. CAPITOL: The total amount of cash and agreed value of initially contributed to the Company is:

One Thousand Dollars cash

Additional equity contributions shall be made at such times and in such amounts as may be agreed by the members or as provided in the Operating Agreement of the Company.

Loans from members maybe made to and accepted by the company and are authorized to be repaid on a preferential loan basis.

VII. **OWNERSHIP:** The right, if given, of the members to admit additional members, and the terms and conditions of the admission:

Additional members may be submitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the Operating Agreement of the Company.

Ownership interest may be transferred only upon the prior approval of all members.

VIII. **TERMINATION:** This business and association shall terminate and dissolve upon the death, retirement, resignation, expulsion, or bankruptcy of any member. The right of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminated the continued membership of a member in the limited liability company is as permitted by statute and as follows:



The remaining members of the Company may continue the business upon the termination of membership of a member on the Company upon unanimous agreement and as provided in the Operating Agreement of the Company.

IX. **MANAGEMENT.**


The Company is to be managed by its members: (1) Paz, Jose R a 70% ownership as a member (2) Almaguer, Randy a 30% ownership as a member and as a member. Percentage ownerships and rights to receive profits and losses as are set fourth in the Operating Agreement, and such other written agreements (if any) between the members.


IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its duly authorized officer on this 21 day of February, 2008

Quikvoip, LLC.

Name	Title	Signature
Paz, Jose R	Quikvoip, LLC.MGR	
Almaguer, Randy	Quikvoip, LLC.MGR	

On the 21 day of February, 2008 personally appeared before me (1) Paz, Jose R (2) Almaguer, Randy who duly acknowledged the understanding and execution of this Agreement

NOTARY PUBLIC-STATE OF FLORIDA
 Paulette Etzel
Commission # DD470430
Expires: SEP 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.

 Paulette Etzel #DD470430
Notary Public
Residing at:
Miami, FL

[Seal]

OPERATING AGREEMENT

OF

QUIKVOIP, LLC

Dated as of 01/7/08

THIS OPERATING AGREEMENT is entered into and shall be effective as July 18, 2007, by and between (1) Paz, Jose R (2) Almaguer, Randy forming, a Florida Corporation called QuikVoip, LLC.

PRELIMINARY STATEMENT

QuikVoip, LLC ("QV" and/or "Company"), was formed on July 18, 2007 by the filing of a certificate of organization in the Office of the Secretary of State of the State of Florida. The parties to this agreement wish to set forth the terms and conditions under which they will be members in QV and upon which QV will operate, which are the terms and conditions set forth below

Section I

DEFINITIONS

Section 1.1 *Definitions*. When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Section, unless the context otherwise requires:

"Capitol" means, with respect to any Member or Manager, (i) the amount of money contributed to, or expended on behalf of, QV by such Manager with respect to his interest in QV.

"Agreement" means this operating agreement, as originally executed and as amended from time to time.

"QV" means QuikVoip, LLC, a Florida limited liability company.

"Managers" means those persons who were elected or appointed to manage the Company and/or a particular function within the Company.

"Member" means each of the parties who is admitted by a Manager to the Company as a Member pursuant to this Agreement

"Company" means the limited liability company governed by this Agreement and formed by the filing of the Company's Articles of Organization with the Florida Secretary of State.

"Profit" means, for any Fiscal Year, the amount equal to the profit of QV for such Fiscal Year

"Registered Agent". Paz, Jose R (JRP Initial) is the Company's initial registered agent in the State of Florida, and the registered office is 770 SW 15th St Miami Florida, 33144 US

"Fiscal Year" means (i) the period commencing on the Activation Date and ending on the earlier of the following December 31 or the date on which CX completely liquidates; and (ii) any subsequent period beginning on January 1 and ending on the earlier of the following December 31 or the date on which CX completely liquidates

"Transfer(ed)" means, as a verb, to sell, assign, convey, donate, contribute, exchange, lease, mortgage, pledge, encumber or otherwise dispose of all or part of any interest in QV, or to contract to do any of the foregoing, and as a noun, any sale, assignment, conveyance, donation, contribution, exchange, lease, mortgage, pledge, encumbrance or other disposition of all or any part of any such interest or any contract to effect any of the foregoing

"Plane" means the aircraft (Piper Model:PA-31-350 Year built:1974 Serial Number (C/N):31-7405403) owned by Paz World Wide Aviation.

Section II

Voting Rights

Voting Rights of Members. Each Member shall be entitled to one vote with respect to the conduct of the business of the Company on all matters which shall or may be considered by the Managers.

Voting Rights of Managers. Each Manager shall be entitled to one vote with respect to the conduct of the business of the Company on all matters.

Section III

Managers

Managers . The business and affairs of the Company shall be managed by Managers, who shall have all powers and authority to do or cause, to designate things for and on behalf of the Company. The Managers shall retain the authority to designate additional Members as they deem necessary for the operation of the Company. Managers shall retain the authority to terminate Members as they deem necessary

SECTION IV

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Managers.

SECTION V

POWERS AND DUTIES OF MEMBERS

Decisions by Members. Whenever a decision, consent, approval, judgment, or action is made by a Member(s), unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall require consent of 1 or more Managers.

SECTION VI

BANKING

Banking: All funds of the Company will be deposited in a bank account ending in ****-0149 QuikVoip MasterCard and bank account ****-1204

SECTION VII

GENERAL PROVISIONS

Amendments. Amendments to this or any other Company Agreement may be proposed by any Member or Manager. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Managers.

Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Florida.

Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

Agreement between Paz World Wide Aviation ("PWA") and the Company. PWA and the Company here by agrees that PWA is the Parent holding Company of the company. The company shall use the PWA plane for Marketing, Customer relations, Tech Support and any other Business related usages.

SECTION VIII

CAPITOL CONTRIBUTIONS

Managers initial contribution to the Company capitol is stated to be \$1000. The description and each individual portion of this initial contribution is as follows:

Name	Contribution	OWNERSHIP
Paz, Jose R (<u>JRP</u> Initial)	\$1000	70%
Almaguer, Randy (<u>RA</u> Initial)	\$0	30%

SECTION IX

LISTING OF MEMBERS

As of the _____ day of _____, 2008, the following is a list of Members of the Company:

Member Name	Member Address	Initials
1		
2		

SECTION X

LISTING OF MANAGERS

As of the 21 day of February, 2008, the following is a list of Members of the Company:

Manager Name	Manager Address	Initials
1. Paz, Jose R	7700 SW 15 th ST MIAMI FL, 33144	JRP
3. Almaguer, Randy	172 CARLISLE DR MIAMI SPRINGS FL, 33166	RA

SECTION XI

Additional Admissions

Admission of Additional Members or Managers. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without the prior unanimous written consent of the Managers.

SECTION XII

QV Expense Forms

Expense Form The Managers shall determine and distribute available funds for the Company's Development, only after having QV Expense form Filed out and Approved by Paz, Jose R. Any expense not approved by Paz, Jose R. will be replenished immediately by whomever requested the initial expense.

SECTION XIII

PROFITS AND LOSSES; DISTRIBUTIONS



Profits/Losses. For tax purposes, the Company's net profits or net losses shall be determined on an annual basis.

Distributions. The Managers shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers.

No Right to Demand Return of Capital. Unless Mangers unanimously agree otherwise ,No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

CERTIFICATE


We, the undersigned, hereby certify that I (1)Paz, Jose R a 70% ownership as a managers and (3)Almaguer, Randy a 30% am a Manager of QuikVoip, LLC, a Florida limited liability company (the "Company") and have been appointed as the keeper of the Company records; that the foregoing Operating Agreement was duly adopted by the Managers of the Company effective as of the 21 day of February, 2008; that the foregoing constitutes the Operating Agreement of said Company; and that such Operating Agreement is now in full force and effect.

Name	Title	Signature
Paz, Jose R	Quikvoip, LLC.MGR	
Almaguer, Randy	Quikvoip, LLC.MGR	

On the 21 day of February, 2008 personally appeared before me (1)Paz, Jose R (2) Almaguer, Randy who duly acknowledged the understanding and execution of this Agreement.

NOTARY PUBLIC-STATE OF FLORIDA
Paulette Etzel
Commission # DD470430
Expires: SEP 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.

[Seal]


Paulette Etzel #DD470430
Notary Public
Residing at:
Miami, FL

ARTICLES OF ORGANIZATION
OF
QUIKVOIP, LLC

The undersigned two or more persons hereby form a limited liability company under the Florida Limited Liability Company Act and adopt and certify as the Articles of Organization of such limited liability company the following:

I. NAME: The name of the limited liability company is:
QuikVoip, LLC

II. DURATION: The period of its duration:

The duration of the company shall be thirty-nine years from the date of filing of these Articles of Organization with the Division of Corporations of the State of Florida.

III. PURPOSE: The business purpose for which this limited liability company is organized includes, but is not limited to, the following:

Mobile Voice over IP solution
Full Service Voice over IP Provider

In addition, the Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

IV. AGENT:

A. The name and address of the registered agent at the office in Florida is:
Paz, Jose R
7700 sw 15th st
Miami Fl, 33144 US

I, Paz, Jose R, on this date do hereby voluntarily accept and agree to serve as Registered Agent for QuikVoip, LLC


Paz, Jose R, Registered Agent

V. DIVISION APPOINTMENT: The Florida Division of Corporations is hereby appointed the agent of this limited liability company for service of process if the registered agent has resigned, the agent's authority had been revoked or the agent cannot be found or served with the exercise of reasonable diligence.

VI. CAPITOL: The total amount of cash and agreed value of initially contributed to the Company is:

One Thousand Dollars cash

Additional equity contributions shall be made at such times and in such amounts as may be agreed by the members or as provided in the Operating Agreement of the Company.

Loans from members maybe made to and accepted by the company and are authorized to be repaid on a preferential loan basis.

VII. **OWNERSHIP:** The right, if given, of the members to admit additional members, and the terms and conditions of the admission:

Additional members may be submitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the Operating Agreement of the Company.

Ownership interest may be transferred only upon the prior approval of all members.

VIII. **TERMINATION:** This business and association shall terminate and dissolve upon the death, retirement, resignation, expulsion, or bankruptcy of any member. The right of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminated the continued membership of a member in the limited liability company is as permitted by statute and as follows:



The remaining members of the Company may continue the business upon the termination of membership of a member on the Company upon unanimous agreement and as provided in the Operating Agreement of the Company.

IX. **MANAGEMENT.**


The Company is to be managed by its members: (1) Paz, Jose R a 70% ownership as a member (2) Almaguer, Randy a 30% ownership as a member and as a member. Percentage ownerships and rights to receive profits and losses as are set fourth in the Operating Agreement, and such other written agreements (if any) between the members.

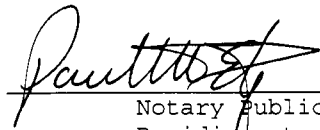
IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its duly authorized officer on this 21 day of February, 2008

Quikvoip, LLC.

Name	Title	Signature
Paz, Jose R	Quikvoip, LLC.MGR	
Almaguer, Randy	Quikvoip, LLC.MGR	

On the 21 day of February, 2008 personally appeared before me (1) Paz, Jose R (2) Almaguer, Randy who duly acknowledged the understanding and execution of this Agreement

NOTARY PUBLIC-STATE OF FLORIDA
 Paulette Etzel
Commission # DD470430
Expires: SEP 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Notary Public
Residing at:
Miami, FL
Paulette Etzel #DD470430

[Seal]

OPERATING AGREEMENT

OF

QUIKVOIP, LLC

Dated as of 01/7/08

THIS OPERATING AGREEMENT is entered into and shall be effective as July 18, 2007, by and between (1) Paz, Jose R (2) Almaguer, Randy forming, a Florida Corporation called QuikVoip, LLC.

PRELIMINARY STATEMENT

QuikVoip, LLC ("QV" and/or "Company"), was formed on July 18, 2007 by the filing of a certificate of organization in the Office of the Secretary of State of the State of Florida. The parties to this agreement wish to set forth the terms and conditions under which they will be members in QV and upon which QV will operate, which are the terms and conditions set forth below

Section I

DEFINITIONS

Section 1.1 *Definitions*. When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Section, unless the context otherwise requires:

"Capitol" means, with respect to any Member or Manager, (i) the amount of money contributed to, or expended on behalf of, QV by such Manager with respect to his interest in QV.

"Agreement" means this operating agreement, as originally executed and as amended from time to time.

"QV" means QuikVoip, LLC, a Florida limited liability company.

"Managers" means those persons who were elected or appointed to manage the Company and/or a particular function within the Company.

"Member" means each of the parties who is admitted by a Manager to the Company as a Member pursuant to this Agreement

"Company" means the limited liability company governed by this Agreement and formed by the filing of the Company's Articles of Organization with the Florida Secretary of State.

"Profit" means, for any Fiscal Year, the amount equal to the profit of QV for such Fiscal Year

"Registered Agent". Paz, Jose R (JRP Initial) is the Company's initial registered agent in the State of Florida, and the registered office is 770 SW 15th St Miami Florida, 33144 US

"Fiscal Year" means (i) the period commencing on the Activation Date and ending on the earlier of the following December 31 or the date on which CX completely liquidates; and (ii) any subsequent period beginning on January 1 and ending on the earlier of the following December 31 or the date on which CX completely liquidates

"Transfer(ed)" means, as a verb, to sell, assign, convey, donate, contribute, exchange, lease, mortgage, pledge, encumber or otherwise dispose of all or part of any interest in QV, or to contract to do any of the foregoing, and as a noun, any sale, assignment, conveyance, donation, contribution, exchange, lease, mortgage, pledge, encumbrance or other disposition of all or any part of any such interest or any contract to effect any of the foregoing

"Plane" means the aircraft(Piper Model:PA-31-350 Year built:1974 Serial Number (C/N):31-7405403) owned by Paz World Wide Aviation.

Section II

Voting Rights

Voting Rights of Members. Each Member shall be entitled to one vote with respect to the conduct of the business of the Company on all matters which shall or may be considered by the Managers.

Voting Rights of Managers. Each Manager shall be entitled to one vote with respect to the conduct of the business of the Company on all matters.

Section III

Managers

Managers . The business and affairs of the Company shall be managed by Managers, who shall have all powers and authority to do or cause, to designate things for and on behalf of the Company. The Managers shall retain the authority to designate additional Members as they deem necessary for the operation of the Company. Managers shall retain the authority to terminate Members as they deem necessary

SECTION IV

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Managers.

SECTION V

POWERS AND DUTIES OF MEMBERS

Decisions by Members. Whenever a decision, consent, approval, judgment, or action is made by a Member(s), unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall require consent of 1 or more Managers.

SECTION VI

BANKING

Banking:. All funds of the Company will be deposited in a bank account ending in ****-0149 QuikVoip MasterCard and bank account ****-1204

SECTION VII

GENERAL PROVISIONS

Amendments. Amendments to this or any other Company Agreement may be proposed by any Member or Manager. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Managers.

Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Florida.

Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

Agreement between Paz World Wide Aviation ("PWA") and the Company. PWA and the Company here by agrees that PWA is the Parent holding Company of the company. The company shall use the PWA plane for Marketing, Customer relations, Tech Support and any other Business related usages.

SECTION VIII

CAPITOL CONTRIBUTIONS

Managers initial contribution to the Company capitol is stated to be \$1000. The description and each individual portion of this initial contribution is as follows:

Name	Contribution	OWNERSHIP
Paz, Jose R(<u>JRP</u> Initial)	\$1000	70%
Almaguer, Randy(<u>RA</u> Initial)	\$0	30%

SECTION IX

LISTING OF MEMBERS

As of the _____ day of _____, 2008, the following is a list of Members of the Company:

Member Name	Member Address	Initials
1		
2		

SECTION X

LISTING OF MANAGERS

As of the 21 day of February, 2008, the following is a list of Members of the Company:

Manager Name	Manager Address	Initials
1. Paz, Jose R	7700 SW 15 th ST MIAMI FL, 33144	JRP
3. Almaguer, Randy	172 CARLISLE DR MIAMI SPRINGS FL, 33166	RA

SECTION XI

Additional Admissions

Admission of Additional Members or Managers. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without the prior unanimous written consent of the Managers.

SECTION XII

QV Expense Forms

Expense Form The Managers shall determine and distribute available funds for the Company's Development, only after having QV Expense form Filed out and Approved by Paz, Jose R. Any expense not approved by Paz, Jose R. will be replenished immediately by whomever requested the initial expense.

SECTION XIII

PROFITS AND LOSSES; DISTRIBUTIONS

Profits/Losses. For tax purposes, the Company's net profits or net losses shall be determined on an annual basis.

Distributions. The Managers shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers.

No Right to Demand Return of Capital. Unless Mangers unanimously agree otherwise ,No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

CERTIFICATE

We, the undersigned, hereby certify that I (1)Paz, Jose R a 70% ownership as a managers and (3)Almaguer, Randy a 30% am a Manager of QuikVoip, LLC, a Florida limited liability company (the "Company") and have been appointed as the keeper of the Company records; that the foregoing Operating Agreement was duly adopted by the Managers of the Company effective as of the 21 day of February, 2008; that the foregoing constitutes the Operating Agreement of said Company; and that such Operating Agreement is now in full force and effect.

Table with 3 columns: Name, Title, Signature. Rows for Paz, Jose R and Almaguer, Randy.

On the 21 day of February, 2008 personally appeared before me (1)Paz, Jose R (2) Almaguer, Randy who duly acknowledged the understanding and execution of this Agreement.

NOTARY PUBLIC-STATE OF FLORIDA
Paulette Etzel
Commission # DD470430
Expires: SEP 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Handwritten signature of Paulette Etzel #DD470430
Notary Public
Residing at:
Miami, FL

[Seal]

Jose Ramon Paz

ADDRESS

7700 SW 15th St
Miami, FL 33144
(305) 360-2395
E-mail: jrpaz@msn.com

CERTIFICATES AND RATINGS:

Commercial Pilot: Airplane Single Engine Land Instrument Airplane.
Learjet 31a Type Current 135
Flight Instructor: Single engine Airplane.
FAA First Class Medical.
FCC Restricted Radiotelephone Operator Permit.
U.S. citizenship.

FLIGHT TIMES:	TOTAL	2000	Multiengine	700
	Pilot In Command	750	Turboprop	55
	Cross Country	700	Instrument	150
	Glass Cockpit	950	Learjet 31a	500

WORK EXPERIENCE:

08/05 – Present President of Paz World wide Aviation.

Accountable for obtaining the FAA 135 Air Carrier certification while directly managing the aircraft on the fleet. Responsible for keeping abreast duties such as: scheduled/un-scheduled maintenance coordination with the appropriate repair stations, schedule trips, coordinating pilot training, and performing acquisition studies for other aircraft investors.

03/07 - Present

Catalina Aerospace

Learjet 31a First Officer Part 135.

05/05 - Present

Dean International
Tamiami Executive Airport
Miami, FL

Independent Flight Instructor:
conducting flight training from
Private Pilot thru ATP.

05/03 - 12/04

Project RJ LLC.
Miami, FL

Corporate IT Solutions Provider
MCSE, A+ Certified Cofounder

SPECIAL EXPERIENCE:

04/03 - Present

Tropic Air/Africair
Miami, FL

Ferry/Demo Pilot in charge of
the Caribbean Flight Instructor
For pilot training in diesel C-172
Glass Cockpit Experience also.

04/04 – 12/05

Miami-Dade College

Was Flight team captain also Homestead, FL
the Safety Officer won NIFA Region
IX Safety Award 2004 also 3rd overall in
Aircraft Recognition.

EDUCATION:

08/99 - 05/03

Christopher Columbus High School
Miami, FL

H.S. Diploma.

08/03 – 05/08

Miami-Dade College
Homestead, FL

A.S. Degree in Professional
Piloting Technology.

Randy Almaguer
172 Carlisle Drive, Miami, Florida 33166

Home: (305) 468-3720
Cellular: (305) 205-2606
E-mail: Randy.almaguer@gmail.com

SUMMARY

Three year experience within the legal industry with particular expertise in imaging, filing, trial preparation, and clerical duties. Detail-oriented professional with excellent leadership skills. Self-motivated initiator with strong interpersonal and communication skills. Excellent aptitude for learning and applying software programs.

AREAS OF STRENGTH

Problem Resolution Team Player Organization

WORK EXPERIENCE

Modelhunting, LLC

2007-Present

CEO

Accountable for routine evaluations of the Modelhunting.com web server to ensure compliance and effective service to all users while periodically coordinating technical solutions and future developments. Responsible for the overall direction and supervision of Modelhunting.com's administrative and bookkeeping records. Maintain an on-going record of financial data accumulated throughout the course of business while managing the ability to conduct business effectively. Keeping abreast with innovative technology and the ability to manage marketing campaigns while scouting for clients and new talent; moreover -- directly accountable for the existence and creation of customer relations regarding future marketing projects.

Hunton & Williams, LLP

2007-Present

Litigation Support Coordinator

Review and analyze electronic documents, Perform quality control review of documents scanned into the review database to guarantee consistency and clarity of images. Directly responsible for the organization and retrieval of documents scanned into the firm's database. Coordinate with Associate or Paralegal to determine optimal solution regarding a project and how to meet production deadline. Review and analyze electronic documents; Convert documents to Ipro compatible format; Import documents into Ipro database; Create production set of documents

Hunton & Williams, LLP

2005-2007

Bankruptcy Document Assistant

Responsible for the overall direction and supervision of the bankruptcy filing system. Directly responsible for maintaining an on-going compliance of the legal filing system along with updated compilations of pleadings/discovery, and quarterly conveying inactive files to storage. Accountable for keeping abreast all changes to hearing notebooks and obtaining legal pleadings for special hearings. Assisting partners/attorneys of the firm with preparation of hearing notebooks, conflict-of-interest checks, and the retrieval of legal documents from on-line databases such as "Pacer".

Hunton & Williams, LLP

2004-2005

Litigation Support Clerk

Expertise in coding, scanning, and performing "quality control process" on all legal documents. Inserted bates labels to confidential documents, and import batches into I-Pro/Concordance viewing software. Directly responsible for the organization and retrieval of documents scanned into the firm's database. Assisted Litigation Support Coordinator with extensive projects in order to meet stringent deadlines.

Miami On-Line Courier Service

2003-2004

Courier

Accountable for researching through dockets, checking in/out Court files, and recording time sensitive documents at the Court of Records. Familiar with filing procedures in the Circuit, Federal, Family, Probate, and Bankruptcy Courts. Directly responsible for deposits made in trust accounts.

PROFICENCY

Fully Bilingual; Fluent in English and Spanish
Typing, Data Entry, 65 WPM
Word Processing: MS Word, Word Perfect, Excel, Publisher
Desktop: MS Access, Outlook, Power Point, Docs Open, Concordance, I-pro, Adobe
Illustrator, LMS, ECF Pacer, Westlaw

EDUCATION

Miami-Dade Community College, Miami, Florida
Major: Computer Programming and Business Application
2006-Current