

070709-TX

070709-TX

Date, Tuesday, November 13, 2007

**VIA U.S. MAIL**

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

RECEIVED-FPSC  
07 DEC -3 PM 3:15  
COMMISSION  
CLERK

Reference: **CREDICALL USA INC - CLEC APPLICATION**

Dear Sir or Madam:

Enclosed please find an original and two (2) copies of Credicall USA, INC filing for a Competitive Local Exchange Carrier (CLEC) Registration and the initial CLEC tariff.

Also enclosed are financial statements, resumes of management staff and resumes of technical staff.

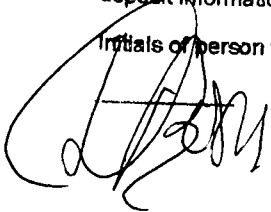
Please feel free to contact me at the above number or email address should you have any additional questions. Thank you for your time.

With best regards,

- CMP   1
- COM
- CTR
- ECR
- GCL
- OPC
- RCA
- SCR
- SGA
- SEC
- OTH   CLK:1

  
**Sandra Valencia**

Direct Telephone: +1 305 269 4142 x 113  
 Direct Fax: +1 305 402.5940  
 Email: [sandra@smartisvoip.com](mailto:sandra@smartisvoip.com)

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.  
 Initials of person who forwarded check:  


Enclosure as stated

80:1 11 13 2007  
 DOCUMENT NUMBER-DATE  
**10638 DEC-3 07**  
 FPSC-COMMISSION CLERK

**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**

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**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**

- 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.).
- 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**

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.

DOCUMENT NUMBER DATE

10638 DEC-3 20

FPSC-COMMISSION CLERK

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

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority 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: CREDICALL USA INC

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

4. Official mailing address:

Street/Post Office Box: 8930 WEST FLAGLER ST SUITE 105  
City: MIAMI  
State: FLORIDA  
Zip: 33174

5. Florida address:

Street/Post Office Box: 8930 WEST FLAGLER ST SUITE 106  
City: MIAMI  
State: FLORIDA  
Zip: 33174

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: P06000043332

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is:

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:

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

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): 208400638

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

(a) The application:

Name: SANDRA VALENCIA  
Title:  
Street name & number: 6100 BLUE LAGOON DR SUITE 325  
Post office box:  
City: MIAMI  
State: FLORIDA  
Zip: 33126  
Telephone No.: 305-2694142  
Fax No.: 305-4025940  
E-Mail Address: SANDRA@SMARTISVOIP.COM  
Website Address:

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

Name: ALBERTO AZPURUA  
Title: PRESIDENTE  
Street name & number: 8930 WEST FLAGLER ST, SUITE 105  
Post office box:  
City: MIAMI  
State: FLORIDA  
Zip: 33174  
Telephone No.: 305-5981860  
Fax No.: 305-5981860  
E-Mail Address: AAZPURUA@CREDICALL.COM.MX  
Website Address: WWW.CREDICALL.COM.MX

(c) Complaints/Inquiries from customers:

Name: LUIS PICAZO  
Title: TECHNICAL SUPPORT  
Street/Post Office Box: 8930 WEST FLAGLER ST, SUITE 105  
City: MIAMI  
State: FLORIDA  
Zip: 33174  
Telephone No.: 305-5981860  
Fax No.: 305-5981860  
E-Mail Address: LPICAZO@CREDICALL.COM.MX  
Website Address: WWW.CREDICALL.COM.MX

**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: ALBERTO AZPURUA  
Title: PRESIDENT  
Telephone No.: 305-598-1860  
E-Mail Address: AAZPURUA@CREDICALL.COM.MX

Signature: 

Date: 12/27/03



**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: Alberto Espinoza

Date: 11/27/07

# State of Florida



## Department of State

I certify from the records of this office that CREDICALL USA INC is a corporation organized under the laws of the State of Florida, filed on March 27, 2006.

The document number of this corporation is P06000043332.

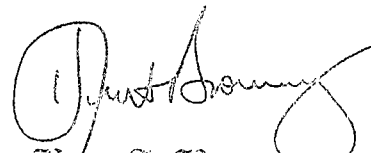
I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report/uniform business report was filed on February 13, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (01-07)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirteenth day of February, 2007

  
Kurt S. Brobuintz  
Secretary of State

DOCUMENT NUMBER - DATE

10638 DEC-31

FPSC-COMMISSION CLERK

**Electronic Articles of Incorporation  
For**

P06000043332  
FILED  
March 27, 2006  
Sec. Of State  
dwhite

CREDICALL USA INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

CREDICALL USA INC

**Article II**

The principal place of business address:

8930 WEST FLAGER  
#105  
MIAMI, FL. 33174

The mailing address of the corporation is:

8930 WEST FLAGER  
#105  
MIAMI, FL. 33174

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

1000

**Article V**

The name and Florida street address of the registered agent is:

ALBERTO A AZPURUA  
8930 WEST FLAGER  
#105  
MIAMI, FL. 33174

**2007 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P06000043332

**FILED  
Feb 13, 2007  
Secretary of State**

Entity Name: CREDICALL USA INC

**Current Principal Place of Business:**

8930 WEST FLAGER  
#105  
MIAMI, FL 33174

**New Principal Place of Business:**

**Current Mailing Address:**

8930 WEST FLAGER  
#105  
MIAMI, FL 33174

**New Mailing Address:**

FEI Number: 20-8400638      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired (X)

**Name and Address of Current Registered Agent:**

AZPURUA, ALBERTO A  
8930 WEST FLAGER  
#105  
MIAMI, FL 33174 US

**Name and Address of New Registered Agent:**

AZPURUA, ALBERTO  
8930 WEST FLAGER  
#105  
MIAMI, FL 33174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ALBERTO AZPURUA      02/13/2007  
Electronic Signature of Registered Agent      Date

Election Campaign Financing Trust Fund Contribution ( ).

**OFFICERS AND DIRECTORS:**

Title: P ( ) Delete  
Name: AZPURUA, ALBERTO A  
Address: 8930 WEST FLAGER #105  
City-St-Zip: MIAMI, FL 33174

Title: VP ( ) Delete  
Name: LARA, CARLOS A  
Address: 8930 WEST FLAGER #105  
City-St-Zip: MIAMI, FL 33174

Title: T ( ) Delete  
Name: LARA, ANDRES A  
Address: 8930 WEST FLAGER #105  
City-St-Zip: MIAMI, FL 33174

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

Title: P (X) Change ( ) Addition  
Name: AZPURUA, ALBERTO  
Address: 8930 WEST FLAGER #105  
City-St-Zip: MIAMI, FL 33174

Title: VP (X) Change ( ) Addition  
Name: AZPURUA, CARLOS  
Address: 8930 WEST FLAGER #105  
City-St-Zip: MIAMI, FL 33174

Title: T (X) Change ( ) Addition  
Name: AZPURUA, ANDRES  
Address: 8930 WEST FLAGER #105  
City-St-Zip: MIAMI, FL 33174

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: ALBERTO AZPURUA      P      02/13/2007  
Electronic Signature of Signing Officer or Director      Date



Home    Corporate    About Us    Contact Us    News    Privacy Policy

[Next on List](#)    [No Name History](#)    [Entity Name Search](#)

**Florida Profit Corporation**

CREDICALL USA INC

**Filing Information**

**Document Number** P06000043332  
**FEI Number** 208400638  
**Date Filed** 03/27/2006  
**State** FL  
**Status** ACTIVE

**Principal Address**

8930 WEST FLAGER  
 #105  
 MIAMI FL 33174

**Mailing Address**

8930 WEST FLAGER  
 #105  
 MIAMI FL 33174

**Registered Agent Name & Address**

AZPURUA, ALBERTO  
 8930 WEST FLAGER  
 #105  
 MIAMI FL 33174 US

**Name Changed:** 02/13/2007

**Officer/Director Detail**

**Name & Address**

**Title P**  
 AZPURUA, ALBERTO  
 8930 WEST FLAGER #105  
 MIAMI FL 33174

**Title VP**  
 AZPURUA, CARLOS  
 8930 WEST FLAGER #105  
 MIAMI FL 33174

**Title T**  
 AZPURUA, ANDRES  
 8930 WEST FLAGER #105  
 MIAMI FL 33174

## Annual Reports

Report Year Filed Date  
2007 02/13/2007

## Document Images

02/13/2007 – ANNUAL REPORT

03/27/2006 – Domestic Profit

Note: This is not official record. See documents if question or conflict.

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A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records.
- \* Use this EIN and your name exactly as they appear above on all your federal tax forms.
- \* Refer to this EIN on your tax related correspondence and documents.

If you have questions, you can call or write to us at the phone number or address at the top of the first page of this notice. If you write, please tear off the stub at the end of this notice and send it along with your letter. Thank you for your cooperation.





2998

Keep this part for your records.

CP 575 B (Rev. 1-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

1912001337

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 02-14-2007  
EMPLOYER IDENTIFICATION NUMBER: 20-8400638  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
P.O. BOX 9003  
HOLTSVILLE NY 11742-9003  
[Barcode]

CREDICALL USA INC  
ALBERTO AZPURUA GEN PTR  
8930 WEST FLAGLER APT 105  
MIAMI FL 33174

Credicall USA Inc - Financial Analysis 2 years

PROFIT AND LOSS ACCOUNT											
	Dec-07	Jan-08	Feb-08	First Quarter	Mar-08	Apr-08	May-08	Second Quarter	Jun-08	Jul-08	Aug-08
<b>Income</b>											
Prepaid Calling Cards		50,000	175,000	225,000	200,000	250,000	300,000	750,000	500,000	500,000	500,000
Cred-Pin - personalized prepaid pin		2,500	6,250	8,750	10,000	24,750	24,750	59,500	36,000	36,000	45,500
Broker Services		1,750	5,000	6,750	6,750	8,750	8,750	24,250	1,750	8,750	8,750
Consulting Services		800	800	1,600	2,500	2,500	2,500	7,500	3,000	3,500	3,500
Switch Services		1,000	1,000	2,000	1,000	1,000	1,000	3,000	2,500	2,500	2,500
Design services		400	400	800	500	1,000	1,000	2,500	300	300	300
Other type of services		600	1,500	2,100	1,000	2,000	2,000	5,000	600	600	600
<b>Total Income</b>		<b>57,050</b>	<b>189,950</b>	<b>247,000</b>	<b>221,750</b>	<b>290,000</b>	<b>340,000</b>	<b>851,750</b>	<b>544,150</b>	<b>551,650</b>	<b>561,150</b>
<b>Expenses</b>											
Design expenses	800	1,200	1,500	3,500	1,500	1,500	1,500	4,500	1,500	1,500	1,500
Software	3,500	500	300	4,300	300	300	300	900	300	300	300
Professional fees - web design	1,200	300	300	1,800	300	300	1,000	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
Printing promotional material		880	880	1,760	1,600	1,600	1,600	4,800	1,600	1,600	1,600
Printing advertising		1,400	1,400	2,800	2,500	2,500	2,500	7,500	2,500	2,500	2,500
Advertising		2,000	2,000	4,000	2,000	2,000	3,000	7,000	3,000	3,000	3,000
Distributor commissions		16,500	57,750	74,250	66,000	82,500	99,000	247,500	165,000	165,000	165,000
Professional fees			2,500	2,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500
Federal Tax			1,712	5,699	7,410	6,653	8,700	25,553	16,325	16,550	16,835
Termination		31,500	108,750	140,250	126,000	164,850	194,850	485,700	321,600	321,600	327,300
Telephone services		500	1,750	2,250	2,000	2,500	3,000	7,500	5,000	5,000	5,000
Consultants	1,000	500	500	2,000	500	500	500	1,500	500	500	500
Entertainment	50	400	400	850	400	400	400	1,200	400	400	400
Gas	50	150	150	350	150	150	150	450	150	150	150
Insurance	250	200	200	650	200	200	200	600	200	200	200
Automobile expenses			450	450	450	450	450	1,350	450	450	450
Miscellaneous	250	200	50	500	50	50	50	150	50	50	50
Office Supplies		250	250	500	250	250	250	750	250	250	250
Travel Expense	1,950	1,000	2,000	4,950	2,000	2,000	2,000	6,000	2,500	2,500	2,500
Marketing		1,000	2,500	3,500	2,000	2,000	2,000	6,000	2,500	3,000	3,000
Other		1,000	1,000	2,000	1,000	1,000	1,000	3,000	3,500	3,500	3,500
<b>Total Expenses</b>	<b>9,050</b>	<b>63,112</b>	<b>192,249</b>	<b>264,410</b>	<b>220,273</b>	<b>280,090</b>	<b>330,290</b>	<b>830,653</b>	<b>533,965</b>	<b>534,690</b>	<b>541,375</b>
<b>NET PROFIT AND LOSS PRE TAX</b>	<b>(9,050)</b>	<b>(6,062)</b>	<b>(2,299)</b>	<b>(17,410)</b>	<b>1,478</b>	<b>9,910</b>	<b>9,710</b>	<b>21,098</b>	<b>10,186</b>	<b>16,961</b>	<b>19,776</b>

FPSC - COMMISSION CLERK

Credicall USA Inc - Financial Analysis 2 years

CASH FLOW ANALYSIS											
	Dec-07	Jan-08	Feb-08	First Quarter	Mar-08	Apr-08	May-08	Second Quarter	Jun-08	Jul-08	Aug-08
Total Income		57,050	189,950	247,000	221,750	290,000	340,000	851,750	544,150	551,650	561,150
Total Expenses	9,050	63,112	192,249	264,410	220,273	280,090	330,290	830,653	533,965	534,690	541,375
Prepaid Expenses	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369
Cash Position	(9,050)	(6,062)	(2,299)		1,478	9,910	9,710		10,186	16,961	19,776
Cash in Bank	15,000	(625)	(625)		(625)	(625)	(625)		(625)	(625)	(625)
<b>Cummulative Cash Position</b>	<b>5,950</b>	<b>(737)</b>	<b>(3,660)</b>	<b>(3,660)</b>	<b>(2,808)</b>	<b>6,478</b>	<b>15,563</b>	<b>15,563</b>	<b>24,123</b>	<b>41,459</b>	<b>60,609</b>

## FINANCIAL PROJECTION - 2 YEARS CREDICALL USA INC

	Third Quarter	Aug-08	Jul-08	Nov-08	First Year	Dec-08	Jan-09	Feb-09	First Quarter	Mar-09
1,500,000	1,500,000	500,000	500,000	500,000	3,975,000	500,000	500,000	500,000	1,500,000	500,000
117,500	117,500	117,500	117,500	123,500	543,250	172,500	176,250	180,000	528,750	180,000
19,250	1,750	1,750	8,750	69,500	1,750	8,750	8,750	19,250	1,750	
10,000	5,000	5,000	5,000	34,100	5,000	5,000	5,000	15,000	5,000	
7,500	2,500	2,500	2,500	20,000	2,500	2,500	2,500	7,500	2,500	
300	300	300	300	5,100	300	300	300	900	300	
600	1,800	600	600	10,700	600	600	600	1,800	600	
<b>641,150</b>	<b>1,656,950</b>	<b>627,150</b>	<b>634,150</b>	<b>640,650</b>	<b>4,657,650</b>	<b>682,650</b>	<b>693,400</b>	<b>697,150</b>	<b>2,073,200</b>	<b>690,150</b>
1,500	4,500	1,500	1,500	1,500	17,000	1,500	1,500	1,500	4,500	1,500
300	900	300	300	300	7,000	300	300	300	900	300
1,000	1,600	300	300	1,000	6,600	300	300	1,000	1,600	300
3,840	11,520	1,920	3,840	3,840	34,560	1,920	3,840	3,840	9,600	1,920
1,600	4,800	1,600	1,600	1,600	16,160	1,600	1,600	1,600	4,800	1,600
2,500	7,500	2,500	2,500	2,500	25,300	2,500	2,500	2,500	7,500	2,500
3,000	9,000	3,000	3,000	3,000	29,000	3,000	3,000	3,000	9,000	3,000
165,000	495,000	165,000	165,000	165,000	1,311,750	165,000	165,000	165,000	495,000	165,000
2,500	7,500	2,500	2,500	2,500	25,000	2,500	2,500	2,500	7,500	2,500
16,835	49,709	18,815	19,025	19,220	139,730	20,480	20,802	20,915	62,196	20,705
177,300	970,500	370,200	370,200	374,100	2,710,950	403,500	405,750	408,000	1,217,250	408,000
5,000	15,000	5,000	5,000	5,000	39,750	5,000	5,000	5,000	15,000	5,000
500	1,500	500	500	500	6,500	500	500	500	1,500	500
400	1,200	400	400	400	4,450	400	400	400	1,200	400
150	450	150	150	150	1,700	150	150	150	450	150
200	600	200	200	200	2,450	200	200	200	600	200
450	1,350	450	450	450	4,500	450	450	450	1,350	450
50	150	50	50	50	950	50	50	50	150	50
250	750	250	250	250	2,750	250	250	250	750	250
2,500	7,500	2,500	2,500	2,500	25,950	2,500	2,500	2,500	7,500	2,500
1,000	8,500	2,500	3,000	3,000	26,500	2,500	3,000	3,000	8,500	2,500
1,500	10,500	3,500	3,500	3,500	26,000	3,500	3,500	3,500	10,500	3,500
<b>641,375</b>	<b>1,610,029</b>	<b>583,135</b>	<b>585,765</b>	<b>590,560</b>	<b>4,464,550</b>	<b>618,100</b>	<b>623,092</b>	<b>626,155</b>	<b>1,867,346</b>	<b>622,825</b>
<b>16,776</b>	<b>46,922</b>	<b>44,016</b>	<b>48,386</b>	<b>50,091</b>	<b>193,101</b>	<b>64,551</b>	<b>70,308</b>	<b>70,996</b>	<b>205,854</b>	<b>67,326</b>

641,150	1,656,950	627,150	634,150	640,650	4,657,650	682,650	693,400	697,150	2,073,200	690,150
641,375	1,610,029	583,135	585,765	590,560	4,464,550	618,100	623,092	626,155	1,867,346	622,825
7,369	7,369	7,369	7,369	7,369	44,200	7,369	7,369	7,369	7,369	7,369
19,776	44,016	48,386	50,091			64,551	70,308	70,996		67,326
(625)	(625)	(625)	(625)	(625)		(625)	(625)	(625)		(625)
<b>41,459</b>	<b>60,609</b>	<b>104,000</b>	<b>151,760</b>	<b>201,226</b>	<b>201,226</b>	<b>265,151</b>	<b>334,834</b>	<b>405,205</b>	<b>405,205</b>	<b>471,900</b>

Credicall USA Inc - Financial Analysis 2 years

-09	May-09	Second Quarter	Jun-09	Jul-09	Aug-09	Third Quarter	Sep-09	Oct-09	Nov-09	Second Year
000	500,000	1,500,000	650,000	650,000	650,000	1,950,000	750,000	750,000	750,000	7,200,000
000	187,500	547,500	187,500	187,500	187,500	562,500	210,000	217,500	221,250	2,287,500
750	8,750	19,250	1,750	8,750	8,750	19,250	1,750	8,750	8,750	77,000
000	5,000	15,000	5,000	5,000	5,000	15,000	5,000	5,000	5,000	60,000
500	2,500	7,500	2,500	2,500	2,500	7,500	3,000	3,000	3,000	31,500
300	300	900	300	300	300	900	300	300	300	3,600
600	600	1,800	600	600	600	1,800	600	600	600	7,200
<b>150</b>	<b>704,650</b>	<b>2,091,950</b>	<b>847,650</b>	<b>854,650</b>	<b>854,650</b>	<b>2,556,950</b>	<b>970,650</b>	<b>985,150</b>	<b>988,900</b>	<b>9,666,800</b>
500	1,500	4,500	1,500	1,500	1,500	4,500	1,500	1,500	1,500	18,000
300	300	900	300	300	300	900	300	300	300	3,600
300	1,000	1,600	300	300	1,000	1,600	300	300	1,000	6,400
840	3,840	9,600	1,920	3,840	3,840	9,600	1,920	3,840	3,840	38,400
600	1,600	4,800	1,600	1,600	1,600	4,800	1,600	1,600	1,600	19,200
500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	30,000
000	3,000	9,000	3,000	3,000	3,000	9,000	3,000	3,000	3,000	36,000
000	165,000	495,000	214,500	214,500	214,500	643,500	247,500	247,500	247,500	2,376,000
500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	30,000
915	21,140	62,759	25,430	25,640	25,640	76,709	29,120	29,555	29,667	290,004
000	412,500	1,228,500	502,500	502,500	502,500	1,507,500	576,000	580,500	582,750	5,692,500
000	5,000	15,000	6,500	6,500	6,500	19,500	7,500	7,500	7,500	72,000
500	500	1,500	500	500	500	1,500	500	500	500	6,000
400	400	1,200	400	400	400	1,200	400	400	400	4,800
150	150	450	150	150	150	450	150	150	150	1,800
200	200	600	200	200	200	600	200	200	200	2,400
450	450	1,350	450	450	450	1,350	450	450	450	5,400
50	50	150	50	50	50	150	50	50	50	600
250	250	750	250	250	250	750	250	250	250	3,000
500	2,500	7,500	2,500	2,500	2,500	7,500	2,500	2,500	2,500	30,000
000	3,000	8,500	2,500	3,000	3,000	8,500	2,500	3,000	3,000	34,000
500	3,500	10,500	3,500	3,500	3,500	10,500	3,500	3,500	3,500	42,000
<b>455</b>	<b>630,880</b>	<b>1,879,159</b>	<b>773,050</b>	<b>775,680</b>	<b>776,380</b>	<b>2,325,109</b>	<b>884,240</b>	<b>891,595</b>	<b>894,657</b>	<b>8,742,104</b>
<b>696</b>	<b>73,771</b>	<b>212,792</b>	<b>74,601</b>	<b>78,971</b>	<b>78,271</b>	<b>231,842</b>	<b>86,411</b>	<b>93,556</b>	<b>94,243</b>	<b>924,696</b>

Credicall USA Inc - Financial Analysis 2 years

7,150	704,650	2,091,950	847,650	854,650	854,650	2,556,950	970,650	985,150	988,900	9,666,800
5,455	630,880	1,879,159	773,050	775,680	776,380	2,325,109	884,240	891,595	894,657	8,742,104
7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369	7,369
1,696	73,771		74,601	78,971	78,271		86,411	93,556	94,243	932,065
(625)	(625)		(625)	(625)	(625)		(625)	(625)	(625)	
<b>1,976</b>	<b>616,121</b>	<b>616,121</b>	<b>690,097</b>	<b>768,442</b>	<b>846,088</b>	<b>846,088</b>	<b>931,873</b>	<b>1,024,804</b>	<b>1,118,422</b>	<b>1,118,422</b>



**Balance Sheet**

**CREDICALL USA INC**

<b>Assets</b>		
Current Assest		
	Cash in Bank	\$35,000
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 equipment (fax, scanner, copy machine)	\$800
	Prepaid telephone services	\$7,200
	Prepaid telephone eqiupment rental	\$2,000
	Prepaid space rental for customer service	\$18,400
	Prepaid internet access	\$10,800
<b>Total Assets</b>		<b>\$285,300</b>
<b>Liabilities and Share Holders Equity</b>		
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		\$270,300
<b>Total Liabilities and share Holders Equity</b>		<b>\$285,300</b>

DOCUMENT NUMBER - DATE

10638 DEC-30

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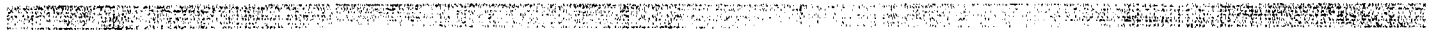
CREDICALL, S.A. DE C.V.  
CONSOLIDATED INCOME STATEMENTS OF OPERATIONS FROM NOVEMBER 25, TO DECEMBER 31, 2005

Net Sales	-	#DIV/0!
Cost of Sales	-	#DIV/0!
<b>Gross Profit</b>	<u>-</u>	#DIV/0!
<i>Cost of Operation</i>		
Cost of Administrative expenses	469,661	
Cost of Sales expenses	1,082,644	
<b>Income before taxes and interest</b>	<u>-</u>	#DIV/0!
Total Financial expenses	(5,698)	#DIV/0!
<b>Financial products</b>		
Interest Expenses	5,698	
Other Income or Expenses, net	1	#DIV/0!
Other Income	1	
Other Expenses		
<b>Income before Taxes</b>	<u>(5,697)</u>	#DIV/0!
I.S.R. Y.P.T.U. - (Income Taxes)	-	
<b>Net Income</b>	<u><u>(5,697)</u></u>	#DIV/0!

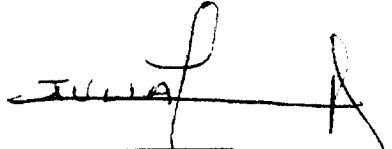
*JULIA*  
 \_\_\_\_\_  
 DIRECTOR GENERAL

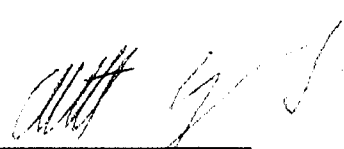
*[Signature]*  
 \_\_\_\_\_  
 DIRECTOR GENERAL

CREDICALL, S.A. DE C.V.  
CONSOLIDATED BALANCE SHEET FROM JANUARY 1, 2006 TO DECEMBER 31, 2006



ASSETS			LIABILITES	
<b>Current Assets</b>			<b>Current Liabilities</b>	
Cash	2,000		Suppliers expenses	
Cash equivalents	19,423		Account payable	448,286
Trade Accounts Receivable	-		Accrued expenses	-
Accounts Receivable	658		Deferred Expense Taxes	91,711
Deferred Income Taxes	238,796		Current Expense taxes	<u>          </u>
Deferred Supplier services	<u>          </u>			
		260,877		539,997
<b>Property, Office and Equipment</b>			<b>Long Term Liabilities</b>	
Transportation equipment	-		Long term debt and obligations under capital leases	<u>1646457</u>
Accumulated Depreciation for transportation Equipment	-			1,646,457
Office Material	45,754			
Accumulated Depreciation for Office Material	(2,966)		<b>TOTAL LIABILITIES</b>	<b>2,186,454</b>
Computer equipment	16,545			
Accumulated Depreciation for Computer equipment	(3,309)		<b>OWNERS' EQUITY</b>	
Networking equipment	163,358		Retained earnings fixed	50,000
Accumulated Depreciation for Networking equipment	<u>(12,143)</u>		Retained earnings variable	
		207,239	Additional paid-in-capital	55,925
			Prepaid legal services	
<b>Long Term Assets</b>			Retained Earnings 2006	<u>(1,693,949)</u>
Prepaid services				
Prepaid expenses	19,800		<b>TOTAL OWNERS' EQUITY</b>	<b>(1,588,024)</b>
Other assets	86,284			
Accumulated Depreciation	<u>(4,183)</u>		<b>TOTAL ASSETS</b>	<b>570,017</b>
		<u>101,901</u>		
			<b>SUM OF TOTAL LIABILITIES AND OWNERS' EQUITY</b>	<b>598,430.00</b>

  
 C.P. JULIA ECUNDO DEL ANGEL  
 CED. PROF. 3543263

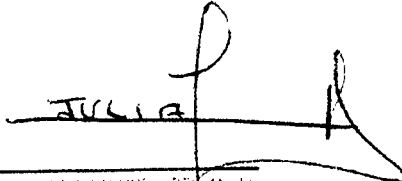
  
 LR. ALBERTO AZPURUA LARA  
 DIRECTOR GENERAL

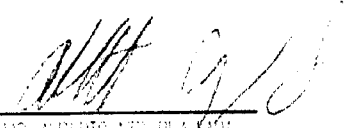


CREDICALL, S.A. DE C.V.

CONSOLIDATED INCOME STATEMENTS OF OPERATIONS FROM JANUARY 1, 2006 TO DECEMBER 31, 2006

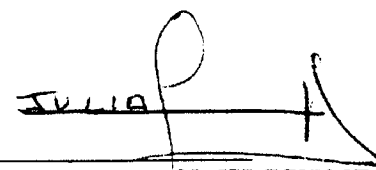
Net Sales	1,766,237	100%
Cost of Sales	-	0%
<b>Gross Profit</b>	<u>1,766,237</u>	<b>100%</b>
Cost of Operation	3,201,510	181%
Cost of Administrative expenses	819,388	
Cost of Sales expenses	2,382,122	
<b>Income before taxes and interest</b>	<u>(1,435,273)</u>	<b>-81%</b>
Total Financial expenses	(258,677)	-15%
Financial products	1,655	
Interest Expenses	260,332	
Other Income or Expenses, net	1	0%
Other Income	1	
Other Expenses		
<b>Income before Taxes</b>	<u>(1,693,949)</u>	<b>-96%</b>
I.S.R. Y P.T.U. - (Income Taxes)	-	
<b>Net Income</b>	<u><u>(1,693,949)</u></u>	<b>-96%</b>

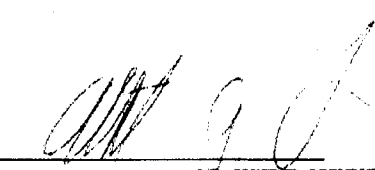
  
 \_\_\_\_\_  
 LIC. JULIA FAJARDO DEL ANIL  
 CEO, CREDICALL S.A. DE C.V.

  
 \_\_\_\_\_  
 LIC. ALBERTO APURULA VASA  
 DIRECTOR GENERAL

**CREDICALL, S.A. DE C.V.**  
**CONSOLIDATED BALANCE SHEET FROM JANUARY 1, 2007 TO AUGUST 31, 2007**

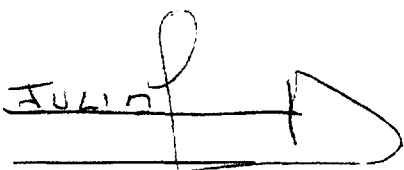
<b>ASSETS</b>	<b>LIABILITES</b>
<b>Current Assets</b>	
Cash	2,000
Cash equivalents	52,829
Trade Accounts Receivable	2,174
Accounts Receivable	47,305
Deferred Income Taxes	343,515
Deferred Supplier services	-
	447,823
<b>Property, Office and Equipment</b>	
Transportation equipment	-
Accumulated Depreciation for transportation Equipment	-
Office Material	72,995
Accumulated Depreciation for Office Material	(7,096)
Computer equipment	58,441
Accumulated Depreciation for Computer equipment	(9,233)
Networking equipment	163,358
Accumulated Depreciation for Networking equipment	(23,034)
	255,431
<b>Long Term Assets</b>	
Prepaid services	
Prepaid expenses	19,800
Other assets	86,284
Accumulated Depreciation	(7,059)
	99,025
<b>TOTAL ASSETS</b>	<b>802,279</b>
<b>Current Liabilities</b>	
Suppliers expenses	
Account payable	361,698
Accrued expenses	-
Deferred Expense Taxes	207,800
Current Expense taxes	3,000
	572,498
<b>Long Term Liabilities</b>	
Long term debt and obligations under capital leases	181,164
	1,811,641
	<b>TOTAL LIABILITIES</b>
	<b>2,384,139</b>
<b>OWNERS' EQUITY</b>	
Retained earnings fixed	50,000
Retained earnings variable	
Additional paid-in-capital	55,925
Prepaid legal services	
Retained Earnings 2006	(1,722,362)
Retained Earnings 2007	34,577
	(1,581,860)
	<b>TOTAL OWNERS' EQUITY</b>
	<b>(1,581,860)</b>
<b>SUM OF TOTAL LIABILITIES AND OWNERS' EQUITY</b>	<b>802,279.00</b>

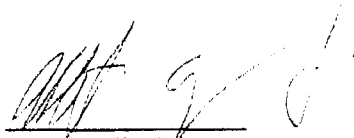
  
 C.P. JULIA ECUNDO DEL ANGEL  
 CED. PROF. 3543263

  
 LIC. ALBERTO AZPURRÁ LARA  
 DIRECTOR GENERAL

CREDICALL, S.A. DE C.V.  
CONSOLIDATED INCOME STATEMENTS OF OPERATIONS FROM JANUARY 1, 2007 TO AUGUST 31, 2007

Net Sales	1,592,579	100%
Cost of Sales	-	0%
<b>Gross Profit</b>	<u>1,592,579</u>	<b>100%</b>
Cost of Operation	1,552,305	97%
Cost of Administrative expenses	469,661	
Cost of Sales expenses	1,082,644	
<b>Income before taxes and interest</b>	<u>40,274</u>	<b>3%</b>
Total Financial expenses	(5,698)	0%
<b>Financial products</b>		
Interest Expenses	5,698	
Other Income or Expenses, net	1	0%
Other Income	1	
Other Expenses		
<b>Income before Taxes</b>	<u>34,577</u>	<b>2%</b>
I.S.R. Y P.T.U. - (Income Taxes)	-	
<b>Net Income</b>	<u><u>34,577</u></u>	<b>2%</b>

  
 \_\_\_\_\_  
 C.D. JUAN FABIÁN GARCÍA  
 C.D. - PRESIDENTE

  
 \_\_\_\_\_  
 C.D. ALBERTO AGUIRRE ARANA  
 C.D. - DIRECTOR GENERAL

## **Alberto Azpurua A.**

### **LOCAL ADDRESS**

8930 West Flagler Street , Apt N° 105  
Miami, FL 33174  
Phone: (305) 553-2650  
[albazpurua@aol.com](mailto:albazpurua@aol.com)

### **EDUCATION**

Universidad Catolica Andres Bello, Caracas, Venezuela, 1971  
*Attorney at Law*

### **1971-2.007 EXPERIENCE**

*Practicing attorney Private Clients*

*Special dedication in the fields of civil, commercial and labor law.*

*Consultant to general contracting corporations.*

*Consultant to residential cooperatives.*

*Consultant to family law*

### **1.995-1996 SET (Sistema Electronico de Transacciones)/(Electronic Transaction System)**

*Legal counselor, Secretary of the Board*

### **1.991-1992 Bolsa de Valores de Caracas C.A.**

*Legal counselor, Secretary of the Board*

- Wrote and edited the internal rules procedures, from written to computerized fashion.

### **1.975-1.988 Banco Hipotecario Venezolano C.A.**

*Joint legal counselor*

### **1.974-1.975 Sociedad Financiera Exterior C.A.**

*Secretary of the Board*

### **1.971-1975 Escritorio Aguilar (Law Firm)**

*Practicing attorney*

### **OTHER PROFESSIONAL ACTIVITIES**

- Active member of the Colegio de Abogados del Distrito Federal, Venezuela.
- Director of Terry of Florida Inc.
- Director- Presidente of Credicall S.A. de C.V ( México Df)
- Director – President of Credicall USA Inc ( Miami, Fl )

### **LANGUAGES**

- Fluent Spanish. Working knowledge in English

### **LICENSES**

- Florida Real Estate Sales Person
- Florida Mortgage Broker

**FERNANDO DELGADO SORONDO**

Calle Las Esmeralda, Res Cima Esmerald, Piso 8,  
Apto 83-B, La Tahona, Caracas, Venezuela

Tel.: (58) (212) 9446777/ (58) (412) 2761210

delgadosorondo@cantv.net

fdelgado@organizacionalpaca.com

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**EDUCATION**

**UNIVERSIDAD CENTRAL DE VENEZUELA (UCV)**, Caracas, Venezuela  
*Magister Scientiarum in Financial Institutes and Money, December 2004*

**UNIVERSIDAD DE MADRID**, Caracas, Venezuela . Madrid, España  
*Expert in Management the Financial Institution, July 2003*

**CINGLINGUA INTERNATIONAL LANGUAGE CENTER**, Cincinnati, Ohio, USA  
*Intensive Training Program, March 2001*

**UNIVERSIDAD SANTA MARIA (USM)**, Caracas, Venezuela  
*Bachelor of Science, Economics, November 2000*

- Selected Member and founder of the Dean's Annual USM Economics Conferences

**EXPERIENCE**

2006-Actual

**LINUX VALORES, SOCIEDAD DE CORRETAJE**. Caracas, Venezuela  
*Director*

2004- Actual

**ORGANIZACIÓN ALPACA, C.A.** CARACAS, VENEZUELA  
*Director / Vice-President*

- Manejo de un grupo de empresas (Importadora Alpaca C.A, Almacenadora Alpaca C.A, Feluga C.A, Lufega C.A, Repuestos Total Granada C.A y Banalpa Valores C.A)
- Importación, Almacenaje, Repuestos Linea Blanca, Tesorería

2001-2004

**VENEZOLANO DE CREDITO, S.A. BANCO UNIVERSAL**. Caracas, Venezuela  
*Account Executive – Corporate Bank Department*

- Responsible in charge of corporative customer of the bank and credit management for US\$ 30MM
- Managed Corporate Bank client relationship (Chemistry, Oil Engineering, Oil Services, Agricultural, Manufacturing and Commerce among others)
- Identified target customers and business opportunities
- Marketed Bank's services and products to target clients

2000-2001

**UNIBANCA, S.A. BANCO UNIVERSAL**. Caracas, Venezuela  
*Manager Treasury – Treasury Department*

- Member of the work teams of finances and treasury for the mergen process Banco Union and Caja Familia "Unibanca's"
- Responsible for US\$ 10MM daily excess cash management and investment
- Acquisition and distribution of fixed income securities primary offers from public and private sector
- Trading of government bonds and treasury letters for the banks US\$ 350MM portfolio
- Administration and monitoring of Unibanca's cash flow transactions including overnight cash position
- Investment decision maker on Unibanca's Trust Fund (UTF)

1998-2000

**INVERSIONES Y VALORES UNION, S.A. INVERUNION**. Caracas, Venezuela  
*Account Executive - Sales and Trading Department*

- Performed sale and trading operation of commercial papers, public debt and treasury letters
- Participated in equity acquisition and divestiture as well as investment advisory to institutional and private clients
- Supervised and monitored primary offers of fixed income securities form PDVSA and equities from: CANTV (ADR's listed in the NYSE, ticker symbol: VNT) and Sudamtex (listed in BVC)

1997

**BOLSA DE VALORES DE CARACAS, (CARACAS STOCK EXCHANGE)** Caracas, Venezuela  
*Internship Program*

- Marketing, clearing and financial analysis departments
- Transactions system (SATB), operation

**FERNANDO DELGADO SORONDO**

Calle Las Esmeralda, Res Cima Esmerald, Piso 8,  
Apto 83-B, La Tahona, Caracas, Venezuela

Tel.: (58) (212) 9446777 / (58) (412) 2761210  
delgadosorondo@cantv.net  
fdelgado@organizacionalpaca.com

---

**ADDITIONAL**

- Prevention of Money Laundering. Venezolano de Credito, Banco Universal. Mayo 2003 and 2004. Caracas, Venezuela
- Abilities of Sales Course. Venezolano de Credito, Banco Universal, July 2002. Caracas Venezuela
- Assessment Share, Bonds and others Implement Financial Course. Instituto de Estudios Superiores de Administración, IESA. June 2001. Caracas, Venezuela
- Development of the Teams of High Performances. Banco Union. October 2000. Los Teques, Venezuela
- The Economist and its Environment. Colegio de Economistas. June 2000. Caracas, Venezuela
- Electronic and Transaction System for Debt Securities in the Stock Exchange. Exam approved. Caracas Stock Exchange. March 1999. Caracas, Venezuela
- Contestant in Reto Financiero Eurobanco (Internet). Position number 5, and student Reto Financiero position number 2. October 1998. Caracas, Venezuela
- Investment Advisor Course. Instituto Venezolano de Mercado de Capitales. October 1998. Caracas, Venezuela
- Broker Dealer Course. Instituto Venezolano de Mercado de Capitales. September 1998. Caracas, Venezuela

**IDIOMS**

- Spanish
- English

# ANDRES AZPURUA LARA

(786) 443-4716 / (305) 553-2650  
8930 W Flagler St. Apt. 105, Miami Fl 33174  
andres\_azpurua@yahoo.com

## OBJECTIVE:

---

To obtain a position as Dental Assistant where I will be able to complement the doctor in the delivery of services, using all my knowledge and experience about dentistry demonstrating my teamwork, learning agility, customer relationship management, public relations and sales skills

## EDUCATION:

---

Universidad Central of Venezuela Caracas-Venezuela  
School of Dentistry Graduation Date: November 1.999  
General Dentist  
**CPR pro for adult, child and infant** **Valid to 2009**

## WORK EXPERIENCE:

---

**Towncare Dental (Main Street Aventura)** Miami-Florida March 2006 – October 2007  
Dental Assistant  
Supported the general and pediatric dentist with their diverse set of patients  
Utilized the Intra-oral camera to demonstrate patient's chief complaints  
Developed treatment plans and financial arrangements to patients  
Enhanced cross selling of dental products such as whitening, fluoride treatments, rinses

**Bright Smile Dental Center** North Miami April 2005-June 2005  
Dental Assistant  
Panoramic X-rays, Full mouth X-rays (bitewings and PA)  
Fabricate a temporary custom crown  
Remove Suture  
Fabricate custom fitted trays for bleaching gel

**Group Practice** Caracas-Venezuela December 1.999-June 2.004  
General Dentist  
Operated a dental office with 3 dentist  
Controlled dental material inventory  
Production of Dentures, RPDs, Bridges, Crowns, TDM, etc.

## DENTAL SKILLS:

---

Digital and conventional X-Ray (Panoramic X-rays, Full mouth X-rays, BW and PA)  
Remove suture, apply cavity liners and place pit and fissure sealants  
Panoramic X-rays, Full mouth X-rays (bitewings and PA) Digital and Conventional  
Fabricate a temporary custom crown (Course at Nova 2006)  
7 Habits of highly effective people in the dental industry course at Towncare 2007  
Complete synergistic case acceptance course at Towncare 2007

## LANGUAGE & COMPUTER SKILLS:

---

Read, speak and write English fluently and Spanish (Native)  
Dentrix, Easy Dental, QSI, Microsoft Office XP Professional.

# **LUIS ENRIQUE PICAZO ESPINOSA**

**Valle de Henares # 83, Colonia Valle de Aragón, 3° Sección**

**México DF, C.P. 55280**

**E-Mail: lepexxx@hotmail.com o lepexxx@gmail.com**

**EDUCATION:** Engineer in computer systems

**TECHNICAL SKILLS:**

- Organization and network
- Computer assembling
- Corrective and preventive maintenance of PC
- Software and hardware installation
- Computer skill in C++, Visual Basic.net, Java, SQL, Oracle 9i, Flash Mx and Dreamweaver

**LANGUAGES:** Spanish (100% ) English (50%)

**OTHER ACTIVITIES :**

- Interpersonal Relations
- Creativity
- Negotiation
- Time Management.

**COMPUTER PROGRAMS:**

- Office ( Word, Excel, Power Point, Access)
- Linux
- Cisco ( CCNA)
- Macromedia Mx ( Flash & Dream Weaver)
- Java ( Basic JL Creator )
- Visual Studio ( Visual Basic, Net)
- Oracle 9i ( SQL Commands, Datamining & Datawarehousing)
- C++
- Crystal Reports

**LABOR EXPERIENCE:**

- Credicall S.A. de C.V. and Credicallusa.Inc  
( June de 2.007 at today ) Systems Engineer
- Smart Network Solutions Comm. S.A. de C.V.  
( June ,2006 / June ,2007) Systems Coordinator
- Compravirtual S.A.  
(Nov 2005 / June 2006) Agent of Technical Support



# **Carlos Azpurua**

**8930 West Flagler St. Apt # 105  
Miami, FL, 33174  
(305) 803 4723**

## **Objective**

To find a creative job while I study arts and photography, where I can stimulate and increase my knowledge and creativity.

## **Expertise**

- Microsoft Windows and Mac Os.
- Microsoft Office
- HTML, ASP, Flash and FTP
- Adobe Photoshop, Adobe Illustrator and Corel Draw.
- Installation and Administration of mail servers

## **Sample of Expertise**

- <http://www.carlosazpurua.com>
- <http://www.credicall.com.mx>

## **Experience**

**1999**

**La Ensalada C.A.**

Management Assistant in restaurant operated by my family.

**2000**

**Seguros.com**

Phone customer representative in a insurance company.

**2000 - 2002**

**Mundotaku.com**

Designer and webmaster in a animation oriented web page.

**2001**

**Construbiz.com**

Office assistance in a construction retailer web page.

**2001 - 2002**  
**Dolphin mall Cobbs Theaters**  
Usher

**2002 - 2003**  
**Casarapa International Inc.**  
Executive Assistant in a construction machinery exporter company.

**2004**  
**U.S Army**  
Private.

**2004**  
**Capital Interior Systems**  
Construction Worker at Mount Sinai Hospital

**2004 - Present**  
**Credicall S.A de C.V.**  
Operation Manager, Corporative image designer in a call center and communication provider.

## **Education**

**2000**  
**High School Diploma**  
U.E. Andres Eloy Blanco, Caracas, Venezuela

**2000**  
**Webmaster Certification**  
Capca Institute, Caracas, Venezuela

**2000**  
**Web Designer Certification**  
Technosistemas Institute, Caracas, Venezuela

**2006**  
**English as Second Language**  
Miami Dade College

**Currently studying**  
**Art / Art Education Student**  
Miami Dade College

# **ALBERTO AZPURUA LARA**

**Providencia # 801 Apt 11, Colonia del Valle, Delg Benito Juarez**

**México DF, C.P. 03100**

**E-Mail: [aazpurual@credicall.com.mx](mailto:aazpurual@credicall.com.mx)**

**EDUCATION:** Advertising ( Instituto Universitario de Nuevas Profesiones )  
Caracas, 1994  
Brokerage Courses ( Instituto Venezolano de Mercado de Capitales )  
Caracas, 1992- 1996

## **TECHNICAL SKILLS:**

- Organization and network
- Computer assembling
- Corrective and preventive maintenance of PC
- Software and hardware installation
- Computer skill in C++, Visual Basic.net, Java, SQL, Oracle 9i, Flash Mx and Dreamweaver

**LANGUAGES:** Spanish (100%) English (75%)

## **OTHER ACTIVITIES :**

- Interpersonal Relations
- Creativity
- Negotiation
- Time Management.

## **COMPUTER PROGRAMS:**

- Office ( Word, Excel, Power Point, Access)
- Internet
- Staroffice

## **LABOR EXPERIENCE:**

- Credicall S.A. de C.V.  
( Jan 2006 at today ) General Director . Mexico DF
- FTC Finance LLC  
( Jan 2005- Dec 2005 ) Associate
- Global Assurance, Ciudad de México, México DF  
(Nov 2003 / Dec 2004) Regional Manager
- Stark Group , Caracas Venezuela  
( Jan 2002/ May 2003) Regional Manager
- Contrubiz.com Caracas, Venezuela  
(Aug 2000/ March 2001) Gerente General
- Seguros. Com , Caracas Venezuela  
( Jan/ Jul 2000) Country Manager
- Equity, Casa de Bolsa C.A. Caracas Venezuela  
March 1996/ March 1998) Director Ejecutivo



**WACHOVIA**

Wachovia Business Online

**ACCOUNT ACTIVITY**

Account CUSTOM BUS \*7694

[View Paper Statements](#)

[Check Search](#)

[Order Checks](#)

[Stop Payment](#)

Posted Balance 11/26/2007 : \$10,037.96 \*

Available Balance as of 11/27/2007 : \$10,037.96 \*\*

Check Card Holds <sup>?</sup> : [View Details](#)

**Find Transactions**

Date Last 60 days

- OR -

to

Range:

(MM/DD/YYYY)

(MM/DD/YYYY)

Sort By: All Transaction Types

**Note:** You have up to 90 days of account history available.  
To view the last 16 months, go to [View Paper Statements](#)

**Transactions for: CUSTOM BUS \*7694**

Date ▾	Type	Description	Withdrawals	Deposits	Balance
11/21/2007	Deposit	FUNDS TRANSFER (ADVICE 2007112100059200)		\$139.60	\$10,037.96
11/21/2007	Deposit	FUNDS TRANSFER (ADVICE 2007112100050798)		\$153.47	\$9,898.36
11/21/2007	Deposit	FUNDS TRANSFER (ADVICE 2007112100070284)		\$183.17	\$9,744.89
11/21/2007	Deposit	FUNDS TRANSFER (ADVICE 2007112100033803)		\$396.04	\$9,561.72
11/16/2007	Deposit	FUNDS TRANSFER (ADVICE 2007111600069062)		\$84.62	\$9,165.68
11/16/2007	Deposit	FUNDS TRANSFER (ADVICE 2007111600026668)		\$209.24	\$9,081.06
11/15/2007	Purchase	PURCHASE INTUIT *QUICKBOOKS 11/14	\$9.95		\$8,871.82
11/15/2007	Deposit	FUNDS TRANSFER (ADVICE 2007111500067990)		\$200.58	\$8,881.77
11/15/2007	Deposit	FUNDS TRANSFER (ADVICE 2007111500064167)		\$286.72	\$8,681.19
11/13/2007	Purchase	PURCHASE OFFICE DEPOT OFFICE DEP 11/09	\$10.70		\$8,394.47
11/13/2007	Purchase	PURCHASE OFFICE DEPOT OFFICE DEP 11/09	\$59.89		\$8,405.17

COMMERCIAL SERVICE

11/09/2007	Other	CHARGES FOR OCTOBER 2007	\$136.00	\$8,465.06
11/09/2007	Purchase	PURCHASE OFFICE DEPOT OFFICE DEP 11/08	\$16.04	\$8,601.06
11/08/2007	Check <a href="#">View</a>	CHECK 1023	\$695.50	\$8,617.10
11/08/2007	Other	DEBIT MEMO	\$100.00	\$9,312.60
11/06/2007	Deposit	FUNDS TRANSFER (ADVICE 2007110600037839)	\$627.29	\$9,412.60
11/05/2007	Other	AUTOMATED DEBIT BANKCARD MTOT DISC	\$34.50	\$8,785.31
11/05/2007	Deposit	FUNDS TRANSFER (ADVICE 2007110500064301)	\$64.76	\$8,819.81
11/05/2007	Deposit	FUNDS TRANSFER (ADVICE 2007110500031876)	\$101.57	\$8,755.05
11/01/2007	Other	AUTOMATED DEBIT NORTHERN LEASING LEASE PMT	\$121.58	\$8,653.48
11/01/2007	Check <a href="#">View</a>	CHECK 1022	\$1,080.00	\$8,775.06
11/01/2007	Deposit	FUNDS TRANSFER (ADVICE 2007110100084198)	\$349.99	\$9,855.06
10/31/2007	Deposit	FUNDS TRANSFER (ADVICE 2007103100023654)	\$127.99	\$9,505.07
10/30/2007	Check <a href="#">View</a>	CHECK 1021	\$2,150.00	\$9,377.08
10/26/2007	Purchase	PURCHASE SANCHELIMA & ASSOC 10/24	\$1,555.00	\$11,527.08
10/25/2007	Check <a href="#">View</a>	CHECK 1018	\$100.00	\$13,082.08
10/24/2007	Check <a href="#">View</a>	CHECK 1019	\$4,500.00	\$13,182.08
10/23/2007	Deposit	FUNDS TRANSFER (ADVICE 2007102300021940)	\$7,000.00	\$17,682.08
10/22/2007	Deposit	FUNDS TRANSFER (ADVICE 2007102200062378)	\$137.35	\$10,682.08
10/22/2007	Deposit	FUNDS TRANSFER (ADVICE 2007102200033911)	\$321.46	\$10,544.73
10/19/2007	Check <a href="#">View</a>	CHECK 1017	\$2,500.00	\$10,223.27
10/18/2007	Purchase	PURCHASE INTUIT *QUICKBOOKS 10/17	\$9.95	\$12,723.27
10/16/2007	Check <a href="#">View</a>	CHECK 1014	\$695.50	\$12,733.22
10/16/2007	Deposit	FUNDS TRANSFER (ADVICE 2007101600021900)	\$96.15	\$13,428.72
10/12/2007	Other	AUTOMATED DEBIT BELLSOUTH SBS	\$184.00	\$13,332.57
10/12/2007	Deposit	COUNTER DEP	\$442.05	\$13,516.57
10/11/2007	Check <a href="#">View</a>	CHECK 1016	\$300.00	\$13,074.52
		FUNDS TRANSFER		

10/11/2007	Deposit	(ADVICE 2007101100053945)	\$229.54	\$13,374.52
10/10/2007	Other	COMMERCIAL SERVICE CHARGES FOR SEPTEMBER 2007	\$175.00	\$13,144.98
10/10/2007	Purchase	PURCHASE SIMPLY BARCODES 10/09	\$267.00	\$13,319.98
10/10/2007	Deposit	FUNDS TRANSFER (ADVICE 2007101000048357)	\$437.26	\$13,586.98
10/09/2007	Check <a href="#">View</a>	CHECK 1011	\$67.80	\$13,149.72
10/04/2007	Deposit	FUNDS TRANSFER (ADVICE 2007100400049122)	\$175.00	\$13,217.52
10/03/2007	Other	AUTOMATED DEBIT BANKCARD MTOT DISC	\$35.82	\$13,042.52
10/03/2007	Deposit	AUTOMATED CREDIT PAYPAL VERIFYBANK	\$0.10	\$13,078.34
10/03/2007	Deposit	AUTOMATED CREDIT PAYPAL VERIFYBANK	\$0.12	\$13,078.24
10/01/2007	Purchase	PURCHASE GODADDY.COM 09/29	\$29.93	\$13,078.12
10/01/2007	Check <a href="#">View</a>	CHECK 1012	\$90.00	\$13,108.05
10/01/2007	Other	AUTOMATED DEBIT NORTHERN LEASING LEASE PMT	\$121.58	\$13,198.05
10/01/2007	Check <a href="#">View</a>	CHECK 1010	\$140.06	\$13,319.63
10/01/2007	Check <a href="#">View</a>	CHECK 1013	\$500.00	\$13,459.69
10/01/2007	Deposit	DEPOSIT	\$90.00	\$13,959.69
				<b>1 - 52 of 52</b>

\* Includes transactions that have cleared your account as of the close of the previous business day. See help with this page for more details.

\*\* Transactions that have been authorized but not yet posted are included. See help with this page for more details.

[Customer Agreement](#) [Privacy](#) [Security](#) [Legal](#)

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Smart Network Solutions  
S&S Communications

Miami, Florida November 13, 2007

### To Whom it May Concern

This is to confirm Smart Network Solutions has been working with **CREDICALL SA de CV** for over 2 years, from Which 2 years have been working with the Corporation in Mexico and over the last 6 months with the one incorporated in the USA : **CREDICALL USA INC.**

We have established a credit of Net 30 on US \$40,000 and they have been very reliable on the terms.

Please do not hesitate to contact me if you require any further assistance.

**SANDRA XIMENA DIAZ HOYOS**

President

Tel. 1.305.269.4142

[www.smartisvoip.com](http://www.smartisvoip.com)

**MIAMI**

6100 Blue Lagoon Drive, Suite 325  
Miami, FL 33126 USA  
Tel: +1 305.269.4142 Fax: +1 305.402.5940  
sales@smartisvoip.com  
toll free: +1 800.699.0569

**COLOMBIA**

Cra. 11 No. 93A-24 Oficina 5  
Bogota, Colombia  
Tel: +57 1 530.1200  
Fax: +57 1 530.1200 Ext.107  
comercialcolombia@smartisvoip.com

**MEXICO**

Monte Kameren 54 - 2do piso  
Colonia Lomas de Chapultepec  
C.P. 11010, Mexico, D.F.  
Tel: +52 55 5004 4155 / 4156  
comercialmex@smartisvoip.com

**VENEZUELA**

Av. Libertador, Ecuador Building  
Piso 1, Oficina 1B, Urbanización El Bosque  
Caracas, Venezuela  
Tel: +58 212 763 5772, Fax: +58 212 762 2560  
comercialvenezuela@smartisvoip.com

**EUROPA**

Kulczyńskiego 12m  
Warsaw, Poland  
Tel: +44 870 478 8514  
sales@smartisvoip.com

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS COMPETITIVE LOCAL EXCHANGE (CLEC)**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by CREDICALL USA, INC, with principal offices at 8930 WEST FLAGLER ST SUITE 105, MIAMI, FL 33174.

This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174



**CHECK SHEET**

The sheets listed below, which are inclusive of this price 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 price list and are currently in effect as of the date at the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**PRICE LIST FORMAT SHEET**

**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 price list. 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 FL PSC. For example, the 4th revised Sheet 14. Because of various suspension periods, deferrals, Etc., the FL PSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the sheet currently in effect.

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

2.  
2.1  
2.1.1  
2.1.1 .A  
2.1.1 .A. 1  
2.1.1 .A.1 .(a)  
2.1.1.A.1.(a) I  
2.1.1 .A. 1 (a) I. (i)  
2.1.1.A.1 (a) I. (i).(I)

**D. Check Sheets** - When a Price List filing is made with the FL PSC; an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest Check sheet to find out if a particular sheet is the most current on file with the FL PSC.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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Section 2 - Rules and Regulations..... 9  
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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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 Price List Location
- N** - New
- R** - Change Resulting In A Reduction To A Customer's Bill
- T** - Change in Text Or Regulation But No Change In Rate Or Charge

**A. Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.

**B. Sheet Numbering and Revision levels** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### Samples of terms

Certain terms used generally throughout this price-list for the competitive local exchange services of the Company are defined below:

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

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use its telecommunications services or is placed in a position by the Customer, either through acts or omissions.

**Central Office:** A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

**Customer:** Normally referred to as the End-User or Subscriber, who is the person, firm, corporation or other entity which orders, service and is responsible for payment of charges due and compliance with the Company's price list regulations.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**ComDanv:** CREDICALL USA, INC

**End-User:** The person, firm, corporation or other entity, which orders Service and is responsible for the payment of charges and for compliance with the Company's pricelist regulations, also referred to as the customer or subscriber. (Also see: Customer and Subscriber)

**End-Users Line:** An arrangement, which connects the customer's (also referred to as the subscriber or end-user) location to the Company's network switching center.

**Enhanced 911 (E911) svstem:** A system that establishes connections between customer installations (CIS) and constituent public service access points (PSAPs), provides automatic location information (ALI), and has provisions for selective routing.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Entrance Facility:** The entrance to a building for both public and private network service cables (including antenna transmission lines, where applicable), including the entrance point at the building wall or floor, and continuing to the entrance room or entrance space.

**Exchange:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Individual Case Basis (ICB1):** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Intra-LATA Toll MessaPes:** Those toll messages, which originate and terminate within the same LATA.

**LATA:** A local Access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**-LEC:** A local telephone company, *i.e.*, a communications common carrier that provides local voice-grade telecommunications service under regulation within a specified service area.

**Line Information Data Base (LIDB):** The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Switching Center:** The LEC switching center where telephone exchange service End-User station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Messape:** A completed telephone call.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Non-Recurring Charges:** The one-time initial charges for local exchange services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time when a Service Order is executed.

**Off-Hook:** The active condition of switched access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange signaling feature which allows Co-Carriers to exchange call control and signaling information over a communications path which is separate from the message path.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**PSC:** Florida Public Service Commission may also be shown as FPSC, or simply as the Commission.

**Recurring Charges:** The monthly charges to the Customer for services, facilities, and equipment, which continues for the agreed upon duration of the service agreement, or longer if the agreement is renewed, by the Customer.

**Service Charge:** Is a nonrecurring charge or charges applying to the ordering, installing, moving, rearranging or furnishing of telecommunications services or facilities.

**Service Order:** The written request for local telecommunication services executed by the Customer and the Company in a format devised by the Company.

**Services:** The Company's telecommunications competitive local exchange services offered on the Company's leased network.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company's services offered pursuant to this price-list are furnished for competitive local exchange service. The Company may offer these services over its own or resold facilities. The Company installs, operates, and maintains the communications services provided herein in Accordance with the terms and conditions set forth under this price-list. The Company may act as the Customer's agent for ordering connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a End-User's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

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

The Company warrants service levels at 99.9% completion of all calls made within the Company's local calling area.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control. The finishing of service under this price-list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time.
  
- B. The finishing of service under this price-list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174



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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1 Undertaking of the Company, (Cont'd)****2.1.2 Shortage of Equipment or Facilities, (Cont'd)**

- C. The provisioning and restoration of service in emergencies shall be in Accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the subscriber, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price-list, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in Accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.4 Liability of the Company**

The liability of the Company for damages arising out of the finishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1.4 Liability of the Company**

The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price-list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price-list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.1.4 Liability of the Company. (Cont'd)

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with competitive local exchange services; or (b) for the acts or omissions of other Customers. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section **2.1.4.F** as a condition precedent to such installations.

The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Exchange Company shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price-list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.1.4 Liability of the Company. (Cont'd)

the End-User or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price-list.

I. (Reserved for Future Use)

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

M. Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1.4 Liability of the Company. (Cont'd)**

expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

**2.1.5 Notification of Service-Affecting Activities**

The Company will attempt to provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many End-Users' services. No specific advance notification period is applicable to all service activities.

The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price-list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1.6 Provisions of Equipment and Facilities, (Cont'd)**

- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price-list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price-list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission;
  - 2. The reception of signals by Customer-provided equipment; or
  - 3. Network control signaling where Customer performs such signaling provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.1.6 Provisions of Equipment and Facilities, -(Cont'd)

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Competitive local exchange services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price-list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, Fl 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.1.8 Special Construction (Cont'd)

- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Local exchange service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in Accordance with this price-list remains in the Company, its agents, contractors or suppliers.

**2.2 Prohibited Uses**

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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ISSUED: November 13, 2007

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By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174



**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.2 Prohibited Uses (Cont'd)**

2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

A. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

B. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

C. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide competitive local exchange services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.3.1 The Customer shall be responsible for:

of the Company provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1 .D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

F. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.3.2 Claims (Cont'd)

A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

B. The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.4.3 Interconnection of Facilities**

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for providing competitive local exchange services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Competitive local exchange services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price-lists or price lists of the other communications carriers, which are applicable to such connections.

**2.4.4 Inspections**

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it seems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.5 Billing and Collection of Charges****2.5.1 Minimum Period of Service**

The minimum period for which Customer Service is provided and for which charges are applicable is one (1) month, which for billing is a period of thirty (30) consecutive days.

**2.5.2 Payment of Charges**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Unless otherwise specified herein, bills are due and payable upon receipt the payment of all applicable charges pursuant to this price-list.

B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price-list attributable to services established, provided, or discontinued during the preceding billing period. Billing statements are issued monthly and include local service for one month in advance, appropriate charges for long distance calls and other charges incurred since the previous billing. The bills are mailed on the last day of the month for the next month's service.

C. A residential subscriber may designate a third party to receive a copy of any "Shut Off Notice."

D. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash. If a service is disconnected by the Company in Accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, Fl 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.5.3 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, Access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Competitive local exchange services. All such taxes shall be separately designated on the Company's invoices.

2.5.4 Arrangements

A. Suspension of service may be delayed when a "Delayed Payment Agreement" has been entered into with the Company. The arrangement is available through the Company's local business office.

B. Residential customers may qualify for a "Extended Due Date Plan". A qualifying subscriber's billing statement due date may be changed to coincide with or follow the subscriber's receipt of income. The following subscribers may for the plan:

a. Persons receiving Aid to Families with Dependent Children (AFDC), Social Security Disability (SSD), or Supplemental Security Income.

b. Also, persons whose primary source of income is Social Security or Veterans Administration disability or retirement benefits .

2.5.5 Billing Disputes and/or Claims

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, Fl 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.5.6. Refusal and Discontinuance of Service**

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 30 days' prior written notice to the Customer discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

E. The Company may discontinue the hrnishings of any and/or all service(s) to Customer, without incurring any liability:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.E. l(a-f), if:

(a) The Customer refuses to furnish information to the Company regarding the customer's creditworthiness, its past or current use of Customer communications services or its planned use of service(s); or

(b)The Customer provides false information to the Company regarding the Customer's identity, address, credit worthiness, past or current use of Customer communications services, or its planned use of the Company's service(s); or

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FI 33174



**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.5.6. Refusal and Discontinuance of Service (Cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in Accordance with Section 2.5.4.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Customer communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price-list charges for the service by:

(I) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price-list, or

(II) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices or

(III) Any other fraudulent means or devices.

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the company for security of the payment of service in Accordance with Section 2.5.4.A.

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price-list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the

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ISSUED: November 13, 2007

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By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.5.6. Refusal and Discontinuance of Service (Cont'd)

(f) Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

(g). In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company; the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

(h). Access to 91 1 will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.

2.5.7 Cancellation of Application for Service

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 costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun. The special charges described will be calculated and applied on a case-by-case basis.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd)

### 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price-list by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the price-list and will be expressly indicated on the next invoice. A Service Outage begins when the Customer reports the outage to the Company. A Service Outage ends when the affected line or circuit and/or associated Company equipment is fully operational in Accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by a Customer; (ii) due to failure of equipment provided by the Customer; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain Access to the Customer 's equipment; and (vii) due to mutually agreed upon maintenance and repair. Credit Allowances received by the Company from the LEC for Off Net facility outages, which affects the Customer's local exchange services, will be passed through to the Customer in the form of a credit on the next invoice.

#### 2.6.1 Credit Allowance Formula

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

Credit Formula:  $Credit = N B \times C$

"A" - outage time in hours

"B" - 720 hours in month

"C" - total monthly charge for affected facility

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price-list by, the Customer, Authorized User, Joint-User, or other Customer providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Customers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free Access to its facilities and, equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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ISSUED: November 13, 2007

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By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.8 Notices and Communications**

2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2. The Company shall designate on the Service Order and each bill for service to the Customer an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.3 All notices or other communications required to be given pursuant to this price-list shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

3.0 General

This section contains the specific regulations governing the rates and charges that apply for the Company's competitive local exchange services. There are three types of rates and charges that apply to local exchange service:

3.0.1 Non-Recurring Charges: One-time charges that apply for a specific work activity.

3.0.2 Recurring Charges: Fixed charges apply each month and depend on the number and type of lines and/or facilities in place.

3.0.3 Usage Charges: Toll charges that are applied on a per access minute basis to a subscribers monthly billing statement. Usage rates are accumulated over a monthly period.

3.1 Service Orders

This section sets forth the regulations and order related non-recurring charges for Service Orders for local exchange service, as defined in this price-list. These charges are in addition to other applicable charges set forth in other sections of this price-list.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this price-list shall be ordered using a service order. The format and terms of the service order will be as specified in the service order, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single service order. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Customer Service, the Customer shall provide the following minimum information:

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ISSUED: November 13, 2007

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By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

3.1.1 Ordering Conditions (cont'd)

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, Installation and billing.
- D. Signature and date on the initial ordering form showing the transfer of local services was made at the Customers request.

3.1.2. Provision of Other Services

Unless otherwise specified herein, all services offered under this price-list shall be ordered with a service order. With the agreement of the Company, other services may subsequently be added to the service order at any time, up to and including the service date for the Customer service.

3.1.3. Service Order Intervals

When a Customer requests new or additional service, one or more service orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

A. Single Line Date Intervals

Single Line service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

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ISSUED: November 13, 2007

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By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

3.1.3. Service Order Intervals (Cont'd)

The Company will specify a service order due date contingent on the service order being complete as received. To the extent the service can be made available with reasonable effort, the Company will provide single line service in accordance with the Customer's requested interval, subject to the following conditions:

A. 1 Standard Interval

The Standard Interval for single line service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer that is On-Net and at a location(s) where there are preexisting facilities to the Customer premises. Competitive local exchange services provided under the Standard Interval will be installed during Company business hours.

A.2 Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

- a The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b There is no existing facility connecting the Customer Premises with the Company; or
- c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

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ISSUED: November 13, 2007

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Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174



**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

3.1.3. Service Order Intervals (Cont'd)

d. The Company determines that service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of local exchange services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.1.4 Customer Request Modifications

The Customer may request a modification of its service order prior to the Service Commencement Date. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

3.1.5 Quality of Service

As a reseller, the quality of service provided to the company's end users will be equal to that received from the company's underlying carrier.

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8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

## 3.1.6 Service Order Charge

	Non-Recurring Residential	
	First	Additional
Per Installation Order:	\$80.00	\$80.00
Per Disconnect Order:	\$25.00	\$25.00
Per Move or Change Order:	\$80.00	\$80.00
Special Construction (other)	ICB	ICB
	Business	
Per Installation Order :	\$100.00	\$100.00
Per Disconnect Order:	\$35.00	\$35.00
Premise Work Charge	Business	Additional
Per Increment	\$12.00	\$12.00

ISSUED: November 13, 2007

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Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)****3.1.7 Rates and Charges**

Single line Residence and Business Line Monthly Rate. The single line is the primary sold on a monthly basis:

A. The basic single line for Residence and Business service is provided at the following rate:

	Residence	Business
Base Service	\$15.00	\$31.00

\*Base service includes 911, and 0+, Operator Assistance

Added Features:	Residence	Business
Call Waiting	\$ 6.00	\$ 6.00
Three-way Calling	\$ 6.00	\$ 6.00
Call Forwarding	\$ 7.50	\$ 7.50
Everything Features Service	\$15.50	\$15.50

**3.1.8 Multi-line line Residence and Business Line Monthly Rate**

A. The Multi-line for Residence and Business service is provided at the following rate:

First Line*	\$15.00	\$45.00
Multi-Line (per line)*	\$14.00	\$31.00

Residence Business

\*Service includes 911, and 0+, Operator Assistance

Added Features (per line)	Residence	Business
Call Waiting	\$ 6.00	\$ 6.00
Three-way Calling	\$ 6.00	\$ 6.00
Call Forwarding	\$ 7.50	\$ 7.50
Everything Features	\$15.50	\$15.50

ISSUED: November 13, 2007

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

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Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)**

3.1.9. Optional Rate Plans

(Reserved for future use)

3.1.10 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

3.1.11 Return Check Charges

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

3.1.12 Restoration of Service

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

3.1. 13 Premises Work Charge Application

A. Premises Work Charges apply per Customer request, per Company. If on Company network, a Company employee will be dispatched. If on LEC network, a LEC employee will be dispatched. Said employees will perform billable work on the Customer's Premises. The sum of their time is used to determine the number of fifteen (15) minute increments to be billed. A minimum of two (2) initial increments will be billed per Customer request, except when the Customer specifically request more employees than the Company, or LEC, would normally dispatch. Where additional employees are specifically requested by the Customer, the initial increment charge will also apply per additional Company or LEC employees specifically requested.

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ISSUED: November 13, 2007

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Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)**

B. Premises Work Charge apply:

1. For, but not limited to, rearrangement of drop wire, protector and/or network interface.

C. The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a Network Interface at the Customer's request on existing service.

**3.1.14 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request fi-om a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically price listed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**3.1.15 Directory Assistance Service**

A. Directory Assistance - request of a telephone number - (maximum of two request per call)

- 1. Within the Company's local calling are for the originating line: \$00.76 per call
- 2. Outside the Company's local and LATA/NPA serving area for the originating line: \$1.25
- 3. calls to Directory Assistance: \$00.35
- 4. Subscribers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical d isability. See 3.3 for TRS.

B. Billing Surcharge for call originating from other than payphone provider lines:

- 1. Station-to-Station customer dialed calling (credit Card) calls, each: \$1.75

ISSUED: November 13, 2007

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Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, Fl 33174

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)**

2. Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each: \$1.75
3. Person-to-person operator assisted calls, each: \$3.20

C. Billing Surcharge for calls originating from payphone provider lines:

1. Station-to-Station customer dialed calling (credit Card) calls, each: \$1.75
2. Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each: \$1.75
3. Person-to-person operator assisted calls, each: \$3.25

3.1.16 Contracts

The Company may provide any of the services offered under this price-list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances.

Rates in other sections of this price-list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

3.1.17 Special Promotions

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

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)****3.2 Telecommunications Relay Service**

The Telecommunications Relay Service (TRS) enables standard voice telephone users to talk to people who have difficulty hearing or speaking on the telephone.

Telecommunications Relay Service (TRS) operators, called communications assistants, are available 24 hours daily, seven days a week. When a qualified disabled individual places a call using a TTY phone through this service, a communications assistant will convert spoken words into typed words, so that anyone who has difficulty hearing on the phone can read the conversation. The nondisabled party of the phone conversation can answer the disabled participant verbally, or type a response that a communications assistant reads to the nondisabled individual.

**3.3.1 TRS Directory Assistance**

There shall be no charge for any calls per billing cycle from lines or trunks serving individuals with disabilities.

**3.3.2 IntraLATA TRS Toll And Nonrelay Toll for the Disabled**

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

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ISSUED: November 13, 2007

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

By:

Alberto Azpurua, President  
8930 West Flagler St, Suite 105  
Miami, FL 33174