

Before the
FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of)
Swiftel, LLC)
For the Designation as an Eligible) Docket No. 070348-TX
Telecommunications Carrier)

**AMENDED PETITION FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN THE STATE OF FLORIDA**

Swiftel, LLC , pursuant to § 214(e)(2) and § 214 (e)(6) of the Communications Act of 1934, as amended (the “Act”), §§ 54.101 through 54.207 of the Rules of the Federal Communications Commission (the “FCC”), and sections 364.10(2), and 364.025(5), Florida Statutes, hereby petitions the Florida Public Service Commission (the “Commission”) for designation as an Eligible Telecommunications Carrier (“ETC”) in exchanges served by Bellsouth Telecommunications, Inc. as described herein (the “Designated Area”) for the purpose of receiving universal service support. A listing of each wire center in which Swiftel is seeking ETC status is attached as **Exhibit A**. As demonstrated below, Swiftel satisfies all of the statutory and regulatory requirements for designation as an ETC in the Designated Area. Furthermore, designation of Swiftel in these areas will serve the public interest. Accordingly, Swiftel respectfully requests that the Commission grant this Petition.

I. Swiftel’s Organization and Management

COM _____ 1. Swiftel was organized as a Limited Liability Company under the laws of the State
ECR _____
GCL of Florida on August 18, 2006. Swiftel is currently certificated in Florida to provide
OPC _____
RCP telecommunication services in the State of Florida (certificate number 8682), and provides local
SSC _____
SGA _____
ADM _____
CLK exchange and exchange access services in the AT&T and Verizon areas through resale services.

2. The company's principal office is located at 811 West Garden Street, Pensacola, Florida 32507.
3. Swiftel is owned in equal parts by two individuals: (1) Angie M. Watson (formerly known as Angie M. Franco), and (2) Leonard I. Solt.
4. Ms. Watson serves as President and Managing Partner of Swiftel. Mr. Solt serves as Vice President and Managing Member. There are no other corporate officers or owners of Swiftel.
5. Neither Ms. Watson nor Mr. Solt own or participate in the management of any other telecommunications company. Mr. Solt is an officer and part owner of 321 Communications, Inc., an Enhanced Service Provider which provides Voice-Over-Internet-Protocol (VOIP) origination and termination services. Swiftel purchases enhanced services from 321 Communications, and sells DID services to 321 Communications pursuant to its agreements with various carriers.
6. Correspondence and Communications regarding this Application and ongoing company operations should be directed to:

Angie M. Watson
President / Manager Partner
Swiftel, LLC
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Pensacola, Florida 32507
Tel: (813)-915-6201
Fax: (850)-439-1227
E-Mail: angiewatson@cox.net

7. Swiftel has an interconnection agreement with BellSouth, attached as **Exhibit B**. The interconnection Agreement covers resale services and unbundled network elements ("UNEs"). Swiftel is also attempting to negotiate a commercial agreement with BellSouth.

Swiftel expects to begin serving Lifeline and Link-up eligible customers immediately after designation as an ETC by the Commission.

8. Swiftel will be providing local exchange and exchange access services in Florida using a combination of UNEs, consisting of the local loop, ports and transport, provided by BellSouth, and the resale of BellSouth's services.

9. Swiftel has received ETC status in Alabama. Applications for ETC status are currently pending in Washington, North Carolina, Tennessee and Kentucky. Swiftel made a business decision to voluntarily withdraw its petition for ETC status in Montana after determining the cost of such status outweighed the potential benefits.

10. Swiftel currently provides Lifeline service in the states of Florida, North Carolina, Tennessee, Alabama and Kentucky.

11. Swiftel will provide service to low-income residential customers in the states of Florida, Alabama, South Carolina, Mississippi, Washington, North Carolina, Tennessee, Louisiana, Kentucky and West Virginia.

12. Swiftel is certificated to provide telecommunications service in the following states: Alabama, Washington, Montana, Kentucky, Tennessee and North Carolina, and is reviewing its business operations in Oregon to determine whether it will renew its certification.

13. Swiftel is current on all regulatory assessment fees as of the date of this Petition.

II. Requested Designated Area

14. Swiftel requests that it be designated as an ETC in certain Bellsouth and Verizon Service areas.

III. Requirements for Eligible Telecommunications Service Designation

15. As set forth in § 214(e)(2) of the Act, the state commission “shall upon its own motion or upon request designate a common carrier that meets the requirements of [Section 214(e)(1)] as an eligible telecommunications carrier for a service area designated by the State commission.” § 214(e)(2) of the Act further provides, in the case of areas not served by a rural telephone company, that the state commission shall designate more than one common carrier as a eligible telecommunications carrier, consistent with public interest, convenience and necessity. Upon designation as an ETC, the carrier shall be eligible to receive universal support in accordance with § 254 of the Act.

16. The requirements for designation as an ETC set forth in § 214(e)(1) and 47 C.F.R. 54.501(d)(1) and (2), are that the carrier must be a “common carrier” and

- A. offer the services that are supported by Federal universal support mechanisms under section 254(c), either using it’s facilities or a combination of it’s own facilities and resale of another carrier’s services (including the services offered by another eligible telecommunications carrier); and
- B. advertise the availability of such services and the charges therefore using the media of general distribution.

17. Additional proposed requirements for ETC Designation were adopted by the FCC in a Report and Order released on March 17, 2005,¹ and are codified at 47 C.F.R. 54.202(a)(1)-(5). The additional requirements provide that a carrier requesting ETC Designation as an ETC must demonstrate:

- A. A commitment and ability to provide service throughout its proposed designated service area to all customers making a request for service. 47 C.F.R. 54.202(a)(1)(i);

¹ In the Matter of Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order FCC 05-46, Adopted: February 25, 2005, Released: March 17, 2005.

- B. An ability to remain functional in emergency situations, including a demonstration that it has made reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations. 47 C.F.R. 54.202(a)(2);
- C. An ability to satisfy applicable consumer protection and service quality standards. A commitment by wireless applicants to comply with the Cellular Telecommunications and Internet Association's Consumer Code for wireless service satisfies this requirement. Other commitments are considered on a case-by-case basis. 47 C.F.R. 54.202(a)(3);
- D. Offer a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which it seeks designation. 47 C.F.R. 54.202(a)(4);
- E. An acknowledgement that the commission may require the applicant to provide equal access to long distance carriers in the event that all other ETCs in the designated service area relinquish their designations pursuant to Section 214(e)(4) of the Act. 47 C.F.R. 54.202(a)(5);
- F. An ability to provide service on a timely basis to requesting customers within the applicants service area where the applicants network already passes the potential customers premises. 47 C.F.R. 54.202(a)(1)(i)(A);
- G. An ability to provide service within a reasonable period of time, if the potential customer is within the applicant's licensed service area but outside its existing network coverage, if service can be provided at reasonable cost by:
 - (1) Modifying or replacing the requesting customer's equipment;
 - (2) Deploying a roof-mounted antenna or other equipment;
 - (3) Adjusting the nearest cell tower;
 - (4) Adjusting the network or customer facilities;
 - (5) Reselling services from another carrier's facilities to provide service; or
 - (6) Employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment. 47 C.F.R.54.202(a)(1)(i)(B); and
- H. Submit a five-year plan that describes with specificity proposed improvements or upgrades to the applicant's network on a wire center-by-wire center basis throughout its proposed designated service area. Each applicant shall demonstrate how signal quality, coverage or capacity will improve due to the receipt of high-cost support; the projected start date and completion date for each improvement and the estimated amount of

investment for each project that is funded by high-cost support; the specific geographic areas where the improvements will be made; and the estimated population that will be served as a result of the improvements. If an applicant believes that service improvements in a particular wire center are not needed, it must explain its basis for this determination and demonstrate how funding will otherwise be used to further the provision of supported services in that area (47 C.F.R. 54.202(a)(1)(ii));

18. Pursuant to the FCC's August 10, 2000 Order, section 214(e)(1) of the Act does not require a carrier to provide supported services throughout a service area prior to being designated an ETC.

19. Swiftel also seeks designation as an eligible telecommunications carrier in tribal lands.

IV. SWIFTEL SATISFIES THE REQUIREMENTS SET FORTH IN § 214 (E)(1) AND C.F.R. 54.501 (D)(1) AND (2) FOR DESIGNATION AS AN ETC TO SERVE THE DESIGNATED AREA.

20. Swiftel is a common carrier as that term is defined in the Act, and has been providing competitive local telecommunications services in the State of Florida since August of 2007.

21. Swiftel will offer all of the supported services enumerated under Section 254(c) of the Act using a combination of its own facilities and resale of another carrier's services. The term "facilities" under 47 C.F.R. Section 54.201 is defined as "any physical components of the telecommunications network that are used in the transmission or routing of the services that are designated for support pursuant to subpart B of this part." 47 C.F.R. Sec. 54.201 (f) provides that "the term 'own facilities' includes, but is not limited to, facilities obtained as unbundled network elements...." Swiftel's use of BellSouth UNEs meets this definition of "facilities." Accordingly, Swiftel satisfies the requirement set forth in Section 214(e)(1)(A) of the Act.

22. To qualify as an ETC, a carrier must provide the following nine services identified in 47 CFR 54.101:

- A. Voice grade access to the public switched network.
- B. Local Usage
- C. Dual tone multi-frequency signaling or its functional equivalent
- D. Single-party service or its functional equivalent
- E. Access to emergency services
- F. Access to operator services
- G. Access to interexchange service
- H. Access to directory assistance
- I. Toll limitation for qualifying low-income consumers.

23. The Company will provide the supported services as follows:

- A. Voice Grade Access to the Public Switched Network. The FCC has concluded that voice-grade access means the ability to make and receive phone calls, within a bandwidth of approximately 2700 Hertz within the 300 to 3000 range. There is no requirement to support high-speed data transmissions. Swiftel meets this requirement by providing voice-grade access to the public switched telephone network (PSTN). Through its interconnection arrangements with BellSouth, all Swiftel customers are able to make and receive calls on the PSTN within the specified bandwidth.
- B. Local Usage. Although the FCC requires an ETC applicant to demonstrate that it offers a local usage plan comparable to the one offered by BellSouth in the service area for which the applicant seeks designation, the FCC has not adopted a specific local usage threshold. Swiftel offers unlimited local service permitting the customer to make an unlimited amount of local calls within his/her local calling area.
- C. Dual Tone Multi-Frequency signaling or its functional equivalent. "DTMF" is a method of signaling that facilitates the transportation of signaling through the network, shortening call set-up time. Swiftel currently uses out-of-band digital signaling and in-band multi-frequency signaling that is functionally equivalent to DTMF.

- D. Single-Party Service. Single-Party Service is telecommunications service that permits users to have exclusive use of a wire-line subscriber loop or access line for each call placed. Swiftel meets the requirement of single-party service by providing its customers with exclusive use of a wire line subscriber loop for each call placed, through its interconnection agreement with BellSouth.
- E. Access to emergency services. Access to emergency services includes access to services, such as 911 and enhanced 911, provided by local governments or other public safety organizations. Swiftel currently provides all of its customers with access to emergency services by dialing 911 through its interconnection agreement with BellSouth.
- F. Access to operator services. Access to operator services is defined as access to any automatic or live assistance to a consumer to arrange for billing and/or completion of a telephone call. Swiftel meets this requirement by providing all of its customers with access to operator services provided by BellSouth through its interconnection agreement with BellSouth.
- G. Access to interexchange service. Access to inter-Exchange service is defined as the use of the loop, as well as that portion of the switch that is paid for by the end user to access an interexchange carrier's network. Swiftel meets this requirement by providing all of its customers with the ability to connect with the interexchange carrier of their choice.
- H. Access to directory Assistance. Access to directory assistance is defined as access to a service that includes, but is not limited to, making available to customers, upon request, information contained in directory listings. Swiftel meets this requirement by providing its customers with access to directory assistance by dialing "411" or "555-1212."
- I. Toll limitation for qualifying low-income customers. Toll limitation or blocking restricts all direct dial toll access, and includes services defined as either "toll customers" or "toll blocking" pursuant to 47 C.F.R. Sec. 54-400(d). Swiftel will provide the toll limitation service that BellSouth has the technological capability to provide. Currently, Swiftel provides toll blocking services upon request to Lifeline eligible customers free-of-charge in those states where it currently serves Lifeline eligible customers.

24. Swiftel will advertise the supported services in media of general distribution as required in 47 U.S.C. Sec. 214(e)(1). Furthermore, Swiftel is in compliance with the outreach guidelines adopted by the FCC in its report and order and Further Notice of Proposed Rulemaking released April 29, 2004, including (1) utilizing outreach materials and methods

designed to reach households that do not currently have telephone service; (2) developing outreach advertising that can be read or accessed by any sizeable non-English speaking populations within a carrier's service area; and (3) coordination of outreach efforts with governmental agencies/tribes that administer relevant government assistance programs. Swiftel advertises via (1) postcards through the U.S. Mail using a purchased direct marketing list based on demographic analysis focusing on lifeline eligible customers; (2) television spots on Fox affiliates across the state three times each week; (3) weekly advertisements in every Thrifty Nickel paper market in the state with an ad size of 3 x 5 inches. Additionally, Swiftel maintains a referral program for existing customers, maintains flyers in government offices and supermarkets in its home market of Pensacola, and is in the process of setting up an agent network across the state in local food marts and gas stations to permit customers to set up new service or pay their Swiftel bills in person.

25. In states where Swiftel is currently providing service as a designated ETC, Swiftel advertises the availability of Lifeline and Link-up service via television advertisements. In addition, Swiftel has developed brochures in English and Spanish that are displayed in government agency offices and offices of organizations that provides services to low-income consumers, such as state departments of social service, housing offices, and food banks. Finally, Swiftel advertises its services in newspapers and fliers in Native American communities and also works directly with some tribal coordinators. Swiftel's advertising plan is designed to provide notification of the existence of low-income programs to the widest possible audience. Swiftel will cooperate with the Commission and Public Counsel in their advertising and outreach efforts.

26. Swiftel has developed a Community Outreach Program, which is described in the documents attached as **Exhibit C**.

27. Many, if not all, of the additional requirements set forth in the March 17, 2005 Order and 47 C.F.R. 54.202(a) apply to wireless carriers or carriers requesting reimbursement from the federal high cost fund. Nevertheless, Swiftel will comply with all applicable requirements set forth in the March 17, 2005 Order and adopted by the Commission, and addresses each requirement as follows:

28. Swiftel commits to provide service throughout its proposed designated service area to all customers making a reasonable request for service.

29. Swiftel will provide service on a timely basis within its designated service area. As Swiftel does not own, operate or manage a network, whether Swiftel is able to serve a particular subscriber is dependant on where BellSouth's network is located or where Bellsouth builds out its network service outside of BellSouth's existing network coverage, in Swiftel's designation.

30. Swiftel proposes to provide Lifeline and Link-Up services in the Service area where BellSouth is a certified local exchange carrier. BellSouth is not a rural carrier. Swiftel does not request reimbursement from any state or federal high cost fund, thus, Swiftel cannot provide a 5-year plan indicating how high-cost funding will be used.

31. The FCC has determined that Lifeline providers utilize Federal Universal Service support for the purpose it was intended when the carrier reduces the price of access to telecommunications services for the eligible customer by the amount of that support. Swiftel will pass through all applicable state and federal service discounts to its end-user customers, thus reducing the price of access to telecommunications services for the Lifeline and Link-Up eligible Customer.

32. Swiftel invests in Florida's telecommunications infrastructure through payment of rates and charges to BellSouth for services purchased or leased from BellSouth, which rates and charges include costs for maintenance and upgrade of BellSouth's facilities.

33. Swiftel's ability to remain functional in an emergency situation depends in large part on the ability of Bellsouth, its underlying network based carrier, to: (1) supply back-up power to ensure functionality without an external power source, (2) reroute traffic around damaged facilities, and (3) manage traffic spikes resulting from emergency situations.

34. Swiftel will comply with all applicable consumer protection and service quality standards in Florida.

35. Swiftel offers a local usage plan with unlimited calling within the customer's local calling area for a flat monthly fee, which is comparable to the one offered by BellSouth in the service area for which it seeks designation. The FCC did not adopt a specific local usage threshold in the March 17, 2005 Order, contemplating that such service would vary from carrier to carrier.

36. Swiftel certifies that it acknowledges that the Florida Public Service Commission may require it to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access with the service area.

V. Swiftel's Proposed Lifeline Service Rates and Charges and Tariffed Regulations

A. Lifeline and Link-Up Discounts

37. Swiftel will pass through all federal and state mandated service support to its Lifeline and Link-Up customers, and may provide additional company discounts that encompass additional support required by state commissions, as follows:

B. Lifeline Support

Tier I –	\$6.50 (waiver of the Federal Subscriber Line Charge (SLC))
Tier II -	\$1.75
Tier III -	\$1.75
<u>Florida Support</u>	<u>\$3.50</u>
Total Support	\$13.50

38. Pursuant to 47 U.S.C. 54.411(a)(1)(2), Swiftel will reduce its connection fee by half or \$30.00, whichever is less, and permit the customer to pay the remaining connection fee, up to \$200, over a 12 month period without interest.

39. Swiftel will comply with all applicable Florida regulations governing the provision of service to low-income consumers not eligible for Lifeline/Link-Up services.

C. Swiftel's Lifeline and Link-Up Rates

40. Swiftel proposes to provide basic local exchange service to Lifeline eligible customers for a monthly fee of \$9.99, plus all applicable taxes and surcharges, after service discounts are applied. Swiftel's service connection fee, after reduction by \$30.00, is expected to be \$30.00, payable at \$10.00 per month over a 3 month period. The Lifeline and Link-Up eligible customer's telephone bill is expected to be \$9.99 per month, plus all applicable taxes and surcharges.

41. With respect to Swiftel's service connection fee, Swiftel does not require customers who have been disconnected from Company's services, but are subsequently reconnected, to pay any remaining amount of the service connection fee. Customers who reconnect service with the Company are required to pay the past due bill and a \$30.00 reconnection fee.

42. Swiftel has proposed Lifeline and Link-Up regulations which will be included in Swiftel's price list.

43. Swiftel is aware that under section 364.105, Florida Statutes, Swiftel will be required to offer Lifeline subscribers, who no longer qualify for Lifeline service, local service at a discount of 70% off of residential rates for a period of one year after the date the subscriber ceases to be Lifeline qualified.

VI. Carrier of Last Resort Obligations

44. Swiftel understands that a carrier of last resort is obligated to provide service to all customers within its service area making reasonable requests for service. While Swiftel is not seeking designation as a “carrier of last resort” under section 364.025, Florida Statutes, Swiftel currently provides service to all Lifeline and Link-Up eligible customers requesting service in its designated service areas in all states where it is providing telecommunications service, and commits to doing so in Florida.

45. Furthermore, Swiftel will provide high-quality, reliable service as required in section 364.025(5), Florida Statutes, which meets or exceeds the Commission’s standards and will be as reliable as Bellsouth’s network permits.

46. Swiftel acknowledges it will fulfill its carrier of last resort obligations and will provide equal access if all other ETCs in the designated service area relinquish their designations pursuant to section 214(e) of the Act.

VII. Public Interest Analysis

47. In its March 17, 2005 Order, the FCC adopted, and encouraged the states to utilize, a cost-benefit analysis methodology of determining whether an application for ETC designation is in the public interest. According to the FCC, the public interest analysis should take into account the fundamental goals of preserving and advancing universal service; ensuring the availability of quality telecommunications services at just, reasonable and affordable rates,

and the deployment of advanced telecommunications and information services to all regions of the nation, including rural and high-cost areas.

48. Because 47 U.S.C. § 214(e)(2) requires that a state commission designate more than one ETC in an area served by a non-rural incumbent, the FCC has indicated that the public interest analysis may be conducted differently, that certain factors may be given more weight than others, and that the state commission may reach a different outcome in applying its analysis to carriers serving in a non-rural area. The FCC also indicated that the public interest inquiry need not be as rigorous for carriers seeking ETC designation in non-rural carrier areas.

49. The FCC's cost benefit analysis consists of the weighing and consideration of such factors as (1) the benefits of increased consumer choice; and (2) the advantages and disadvantages of an applicant's service offering. Among the advantages may be that an ETC designation will permit consumers to be subject to fewer toll charges, and to obtain access to premium services, such as voice mail, call forwarding, three-way calling and call waiting. Disadvantages might include dropped call rates and poor coverage.

VIII. Swiftel's Designation in Florida is in the Public Interest

50. Swiftel's designation as an ETC in the State of Florida fulfills the FCC's goals for the reasons set forth below:

A. Swiftel's Designation will Lead to Increased Consumer Choice

51. Competitive Carriers do not often request ETC designation or offer Lifeline and Link-Up Services. Designation of Swiftel as an ETC will increase the choice of carriers available to low-income consumers.

52. For those consumers who have been disconnected from Bellsouth or other competitive carriers for non payment of bills, Swiftel will provide an alternative to higher priced pre-paid local exchange carriers.

B. Swiftel's Designation will lead to increased subscribership

53. According to the FCC, in 2004 only one third of households eligible for Lifeline and Link-Up service subscribed to these programs, at a time when poverty rates were increasing. Swiftel's aggressive advertisement of Lifeline and Link-up services, at a cost of approximately \$10,000.00 per state per month, ensures that a significant portion of the eligible population is aware of the availability of low-income telephone service programs. Increased awareness leads to increased subscribers in these programs for all carriers.

54. Swiftel's customers generally have poor credit and have had service disconnected by BellSouth or another competitive local exchange carrier because of unpaid bills. These consumers may be without telephone service altogether because of an inability to bring their accounts current and comply with other requirements for being reconnected to the telephone network, such as the payment of a deposit and/or reconnection fee. Swiftel removes significant barriers to telephone subscribers by providing service to all Lifeline and Link-Up eligible consumers within its designated service area without credit checks or the imposition of a deposit, despite the customer having been disconnected by another carrier.

C. Swiftel's designation will result in a significant reduction in toll charges, thereby making telephone services more affordable

55. Swiftel provides Toll Restriction services throughout its designated service area, free of charge, as required by the FCC's rules. In addition, Swiftel's customer service personnel are trained to actively educate Swiftel's potential customers on the benefits of toll limitation

service in reducing the customer's telephone bill. Swiftel's customer service staff recommends the use of prepaid long distance calling cards as an alternative to subscription to interexchange telephone service. As a result, the majority of Swiftel's customers choose toll restriction service and/or prepaid long distance telephone cards, which leads to affordable telephone service for the low-income consumer.

D. Swiftel's designation will make premium services available to low income consumers

56. Swiftel's service offering includes premium services, such as Caller ID, Call Waiting and Three-Way Calling. Where economically feasible, Swiftel offers premium service to its customer's free-of-charge for the first year of service.

E. Swiftel's procedures and processes are geared toward low-income customers

57. Swiftel bills its low-income customers at the beginning of each month, when the customer is likely to have funds available for payment of bills. In addition, Swiftel keeps telephone service simple. Swiftel only offers flat rate, unlimited local exchange service and a few custom calling features. Swiftel does not up sell its low-income customer's features and services the customer cannot afford. As a result, the customer pays one consistent monthly rate.

IX. Swiftel's Designation will have Minimal Impact on the Federal Universal Service Fund or any State Universal Service Fund

58. Swiftel requests reimbursement from the low-income Division of the USAC only. Swiftel does not request reimbursement from any state Universal Service Fund, or from the High Cost Division of the USAC.

59. Swiftel's typical customer is one that was previously a customer of another carrier, such as BellSouth. Thus, Swiftel's reimbursement from the USAC is transferred from a

previous carrier to Swiftel. The only increase in demand on the Federal Universal Service Fund would be for those consumers who subscribe to telephone service for the first time.

X. Conclusion

60. For all the foregoing reasons, Swiftel respectfully requests that the Florida Public Service Commission grant this Petition for Designation as an Eligible Telecommunications Carrier for the Service areas designated herein.

Respectfully Submitted this 18th day of November, 2008.

Swiftel, LLC

/s/ Angie M Watson

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ARCHER ARCHFLMARS0
 BOCA RATON BCRTFLSADS0
 BROOKSVL BKVLFLJFDS0
 BALDWIN BLDWFLMARS0
 BELLEGLADE BLGLFLMADS0
 BUNNELL BNNFLMARS0
 BRONSON BRSNFLMARS0
 BOYNTONBCH BYBHFLMADS0
 COCOABEACH CCBHFLMADS0
 CEDAR KEYS CDKYFLMARS0
 CHIEFLAND CFLDFLMARS0
 CHIPLEY CHPLFLJADS0
 CANTONMENT CNTMFLLEDS1
 COCOA COCOFLMEDS0
 CROSS CITY CSCYFLBARS0
 DEBARY DBRYFLMARS1
 DELAND DELDFLMADS0
 DELRAYBCH DLBHFLMARS0
 DELEON SPG DLSPFLMARS0
 DUNNELLON DNLNFLWMRS0
 DEERFLDBCH DRBHFLMADS0
 DAYTONABCH DYBHFLPODS0
 EAU GAILIE EGLLFLIHDS0
 EASTORANGE EORNFLMARS0
 FLAGLERBCH FLBHFLMARS0
 FERNADNBCH FRBHFLFPDS0
 FORTPIERCE FTPRFLMARS0
 GREENCVSPG GCSPFLCNDSD0

BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GRACEVILLE	GCVLFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GENEVA	GENVFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GULFBREEZE	GLBRFLMCDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GAINESVL	GSVLFLNW33E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HAVANA	HAVNFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOBESOUND	HBSDFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOLLEYNVRR	HLNVFLMADS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FTLAUDERDL	HLWDFLPEDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOLLYWOOD	HLWDFLWHDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOMESTEAD	HMSTFLNARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HAWTHORNE	HWTHFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JAY	JAYFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JACKSOLBCH	JCBHFLMA24E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JUPITER	JPTRFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	KEYSTN HTS	KYHGFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LAKE CITY	LKCYFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LYNN HAVEN	LYHNFLOHDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MICANOPY	MCNPFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MIDDLEBURG	MDBGFLPMDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MIAMI	MIAMFLWMDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MELBOURNE	MLBRFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MILTON	MLTNFLRADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JACKSONVL	MNDRFLLODS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JULINGTON	MNDRFLLWRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MUNSON	MNSNFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MAXVJLE	MXVLFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NORTH DADE	NDADFLOLDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NWSMYRNBCH	NSBHFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NEWBERRY	NWBYFLMARS0

BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL
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VERNON	VERNFLMARS0
VEROBEACH	VRBHFLMADS0
WELAKA	WELKFLMARS0
WPAIMBEACH	WPBHFLRPDS0
WEEKICHSPG	WWSPFLSHDS0
YONGSTFNTN	YNFNFLMARS0
YANKEETOWN	YNTWFLMARS0
YULEE	YULEFLMARS0
BARTOW	BRTWFLXA53H
ENGLEWOOD	ENWDFLXA47H
FROSTPROOF	FRSTFLXA63H
INDIANLAKE	INLKFLXARSA
LAKELAND	LKLDFLXN85H
LAKE WALES	LKWLFLXERSA
TAMPANTH	LNLKFLXA99H
MULBERRY	MLBYFLXARSA
HUDSON	MNLKFLXA85H
MYAKKA	MYCYFLXA32H
NORTHPORT	NRPTFLXA42H
TAMPAWST	OLDSFLXA85H
POLK CITY	PKCYFLXARSA
BRADENTON	PLSLFLXA79H
HAINESCITY	POINFLXARSA
PALMETTO	PRSHFLXARSA
PLANT CITY	PTCYFLXA75H
STPETERSBG	SPBGFLXS86H
TAMPA	TAMPFLXA1JB
CLEARWATER	TAMPFLXAW44
NWPTRICHEY	TAMPFLXAW44

VERIZON FLORIDA INC.
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SARASOTA
TAMPACEN
TARPONSPG
VENICE
WINTERHVN
ZEPHYRHILS

TAMPFLXAW44
TAMPFLXEDS0
TRSPFLXA93H
VENCFLXSDS0
WNHNFLXC29H
ZPHYFLXA78H



Business Markets
675 West Peachtree Street, NE
Room 34S91
Atlanta, GA 30375

Betty J. Byrd
404-927-7896
FAX: 404-529-7839

Sent Via Certified Mail

May 29, 2007

Mrs. Angie M. Franco
Swiftel, LLC
3048 Cobblestone Drive
Pace, FL 32571

Dear Mrs. Franco:

Enclosed for your files is a fully executed signature page for the Interconnection Agreement between BellSouth Telecommunications, Inc. dba AT&T FL, and Swiftel, LLC. The agreement is for the state of Florida effective as of June 28, 2007.

Also enclosed, pursuant to Attachment 6, Section 3.2 is BellSouth's blanket letter of authorization.

BellSouth will file this Agreement with the appropriate Public Service Commissions for approval.

If you have any questions relative to the Agreement, please call me at 404-927-7896.

Sincerely,

A handwritten signature in cursive script that reads "Betty J. Byrd".

Betty J. Byrd
Manager - Wholesale Customer Care

Enclosures

**Amendment to the Agreement
Between
Swiftel, LLC
and**

**BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee
Dated June 28, 2007**

Pursuant to this Amendment, (the "Amendment"), Swiftel, LLC (Swiftel, LLC), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 13, 2007 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and Swiftel, LLC entered into the Agreement on June 28, 2007, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Add the Tandem Intermediary Charge(s) in Attachment 3, Exhibit A, of the Agreement with those reflected in Amendment Exhibit 1, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated October 13, 2007, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remedies thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.



**Local Service Providers
Blanket Agency Agreement Letter for AT&T**

I am an official of AT&T and am authorized to commit my company to the conditions stated herein:

1. AT&T will not submit any requests or inquiries for telecommunications services provisioning under Blanket Agency Agreement procedures to Swiftel, LLC (Swiftel, LLC) that it does not have proper authorization from the End User upon whose behalf service is offered.
2. AT&T has entered into an agreement to provide local service for the End User.
3. The agreement between AT&T and the End User provides that AT&T is responsible for representing the End User in all requests relating to telecommunications service. The agreement between AT&T and the End User holds the End User responsible to AT&T for all charges incurred on the End User's behalf.
4. The End User will deal directly with AT&T on all inquiries concerning its telecommunications service. This may include, but is not limited to, billing, repair, directory listing, and number portability.
5. Swiftel, LLC is authorized to release all information regarding the End User's telecommunications service to AT&T.
6. In the event that the End User challenges action taken by Swiftel, LLC as a result of the above-mentioned service requests, AT&T will provide evidence of proper End User authorization and indemnify and hold harmless Swiftel, LLC and its affiliates for any damages or losses, including but not limited to unauthorized change charges, resulting from AT&T request for information regarding the end user's account for which it did not have proper End User authorization.
7. In the event that the End User challenges billing, which resulted from telecommunications service requests for information submitted to Swiftel, LLC by AT&T, AT&T will indemnify and hold harmless Swiftel, LLC and its affiliates for any damages, losses, costs and attorney's fees, if any, arising from Swiftel, LLC supplying the information requested by AT&T.
8. In the event that the End User disputes actions taken by Swiftel, LLC as a result of a submission by AT&T of a service request for disconnection or termination of a previously submitted telecommunications service request for which it did not have proper End User authorization, AT&T will indemnify and hold harmless Swiftel, LLC and its affiliates for any damages, losses, costs and attorney's fees, if any, resulting from said dispute.

9. This Agreement shall continue in effect unless cancelled by prior written notice by Swiftel, LLC or by AT&T thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

By: 

Name: Kristen E. Shore

Title: Director

Date: 5/29/07

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

Swiftel, LLC

By: *Kristen E. Shore*

By: *Angie Franco*

Name: Kristen E. Shore

Name: Angie Franco

Title: Director

Title: President

Date: 5/29/07

Date: 5.18.07