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100091-TP

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COMMISSION
CLERK

February 22, 2010

Mrs. Ann Cole
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of two Amendments to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and LifeConnex Telecom, LLC (f/k/a Swiftel, LLC)

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast two Amendments to Interconnection, unbundling, resale and collocation Agreement with LifeConnex Telecom, LLC (f/k/a Swiftel, LLC)

The underlying agreement was filed on September 28, 2007 in docket 070632-TP.

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,

Robyn Yant
for Jerry D. Hendrix
Regulatory Vice President

COM
APA
ECR
GCL
RAD
SSC
ADM
OPC
CLK

DOCUMENT NUMBER-DATE

01214 FEB 23 09

FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
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
AND
SWIFTEL, LLC**

Pursuant to this Amendment, 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) and Swiftel, LLC (Swiftel), hereinafter referred to collectively as the "Parties", agree to amend that certain Interconnection Agreement between the Parties dated June 28, 2007 ("Agreement") to be effective the date of the last signature.

WHEREAS, Swiftel has changed the name of said business to Lifeconnex Telecom, LLC (Lifeconnex), and shall apply to the State(s) of Alabama, Florida, Kentucky, North Carolina and Tennessee.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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. The Parties agree that AT&T-9STATE shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The name of Swiftel in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Lifeconnex Telecom, LLC.
3. 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 remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
3. All of the other provisions of the Interconnection Agreement, dated June 28, 2007, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

DOCUMENT NUMBER / DATE

01214 FEB 23 09

FPCO-COMMISSION CLERK

Lifeconnex Telecom, LLC

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 by AT&T
 Operations, Inc., its authorized agent

By: Edward Heard
 Name: Edward J. Heard
 Title: GENERAL MANAGER
 Date: FEB. 4th, 2010

By: [Signature]
 Name: Eddie A. Reed, Jr.
 Title: Director - Interconnection Agreements
 Date: 2-8-10

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
ALABAMA	_____	_____	_____
FLORIDA	_____	_____	_____
GEORGIA	_____	_____	_____
KENTUCKY	_____	_____	_____
LOUISIANA	_____	_____	_____
MISSISSIPPI	_____	_____	_____
NORTH CAROLINA	_____	_____	_____
SOUTH CAROLINA	_____	_____	_____
TENNESSEE	_____	_____	_____
ACNA -	_____		

**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**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc.¹ 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-9STATE**") and Swiftel, LLC ("CLEC"). **AT&T-9STATE** and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State(s) of Alabama, Florida, Kentucky, North Carolina and Tennessee.

WHEREAS, AT&T-9 STATE and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), Effective June 28, 2007 and as subsequently amended (the "Agreement");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. **AT&T-9STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to delete and replace in its entirety Section 20 of the General Terms and Conditions with the following:
 - 20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 20.1.2 delivered by facsimile provided CLEC and/or **AT&T-9STATE** has provided such information in Section 20.3 below.
 - 20.2 Notices will be deemed given as of the earliest of:
 - 20.2.1 the date of actual receipt;
 - 20.2.2 the next Business Day when sent via express delivery service;
 - 20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

¹ BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as 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, respectively.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	
NAME/TITLE	Edward Heard/General Manager
STREET ADDRESS	13700 Perdido Key Dr., Suite 222
CITY, STATE, ZIP CODE	Perdido Key, FL 32507
FACSIMILE NUMBER	850-429-1227
PHONE NUMBER*	850-450-5544

NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

*Informational only and not to be considered as an official notice vehicle under this Section.

- 20.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 20.5 AT&T-9STATE communicates official information to CLECs via its Accessible Letter or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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 remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Swiftel, LLC

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 by AT&T Operations, Inc., its authorized agent

Signature: Edward J Heard

Signature: Eddie A. Reed, Jr.

Name: Edward J. Heard
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: GENERAL MANAGER
(Print or Type)

Title: Director - Interconnection Agreements

Date: FEBRUARY 4, 2010

Date: 2-8-10