

**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	CLEC 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

	AT&T CONTACT
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