

070153-TX

ORIGINAL

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DEPOSIT DATE  
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CHK 1004  
\$ 400.00  
3/9/07  
RT

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1004

SWIFTEL L.L.C. 02-07  
850-332-0667  
3048 COBBLESTONE DR.  
PAGE, FL 32571-8449

DATE 3 8 07

63-27/631, Ft.  
1307

PAY TO THE ORDER OF Florida Public Service Commission \$ 400.00

four hundred dollars

Bank of America

ACH INT 069100277

FOR Application fee

Single transfer

DOLLARS

1004

DOCUMENT NUMBER-DATE

02144 MAR-96

FPSC-COMMISSION CLERK

ORIGINAL

TABLE OF CONTENTS

070153-TX

EXHIBIT 1 .....APPLICATION  
TARIFF

EXHIBIT 2 .....ARTICLES OF ORGANIZATION  
OPERATING AGREEMENT

EXHIBIT 3 .....LETTERS OF COMMITMENT

EXHIBIT 4 .....CREDIT REFERENCES  
FINANCIAL CAPABILITY  
BUSINESS PLAN  
PROFIT / LOSS  
BALANCE SHEET

EXHIBIT 5 .....RESUMES

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**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**

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: Swiftel LLC

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

N / A

4. Official mailing address:

Street/Post Office Box: 3048 Cobblestone Dr  
City: Pace  
State: FL  
Zip: 32571

5. Florida address:

Street/Post Office Box: 3048 Cobblestone Dr  
City: Pace  
State: FL  
Zip: 32571

6. Structure of organization:

Individual  
 Foreign Corporation  
 General Partnership  
 Other, LLC

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: N/A

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

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: N/A

11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is: L06000082007

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

Name: Angie M Franco  
Title: President / Manager  
Street/Post Office Box: 3048 Cobblestone Dr  
City: Pace  
State: FL  
Zip: 32571  
Telephone No.: 850-332-0667  
Fax No.: 850-995-0165  
E-Mail Address: angie.franco@mchsi.com  
Website Address:

(see attached)

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: N/A

14. Provide F.E.I. Number(if applicable): 20-5984013

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

(a) The application:

Name: Angie Franco  
Title: President  
Street name & number: 3048 Cobblestone Dr  
Post office box:  
City: Pace  
State: FL  
Zip: 32571  
Telephone No.: 850 332 0667  
Fax No.: 850 995 0165  
E-Mail Address: angie.franco@mchsi.com  
Website Address:

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

Name: Same  
Title:  
Street name & number:  
Post office box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:  
Website Address:

(c) Complaints/Inquiries from customers:

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

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: Angie M Franco  
Title: President  
Telephone No.: 850 332 0667  
E-Mail Address: angie.franco@mchsi.com

Signature: Angie Franco

Date: 3.6.2007

**CERTIFICATE SALE, TRANSFER,**  
**OR**  
**ASSIGNMENT STATEMENT**

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

sale

transfer

assignment

of the certificate.

**Company Owner or Officer**

Print Name:

Title:

Street/Post Office Box:

City:

State:

Zip:

Telephone No.:

Fax No.:

E-Mail Address:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

LOCAL EXCHANGE SERVICE  
REGULATIONS, RULES AND PRICE LIST SCHEDULES  
OF  
INTRASTATE CHARGES  
FOR  
SWIFTEL, LLC

The sheets of this Price List are effective as of the date shown on 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 on the bottom of this sheet.

<u>SHEET</u>	<u>REVISJON</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	35	Original
2	Original	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	Original	40	Original
7	Original	24	Original	41	Original
S	Original	25	Original	42	Original
9	Original	26	Original	43	Original
10	Original	27	Original	44	Original
11	Original	28	Original	45	Original
12	Original	29	Original	46	Original
13	Original	30	Original	47	Original
14	Original	31	Original	48	Original
15	Original	32	Original	49	Original
16	Original	33	Original	50	Original
17	Original	34	Original	51	Original

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Applicability	6
Explanation of Symbols	7
Price List Format	8
Section 1. Definitions	9
Section 2. Regulations	11
Section 3. Service Descriptions	43
Section 4. Promotional Offerings	50
Index	51

APPLICABILITY

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of local service and facilities for telecommunications services provided by Swiftel, LLC 3048 Cobblestone Drive Pace Fl 32571. 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.

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PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right hand corner of the sheet. 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are six 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
- D. Check Sheets - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. An asterisk (\*) designates all revisions made in a given filing. There will be no other symbols used on this sheet if these are the only changes made to it. 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 Commission.

Section 1 Definitions

Certain terms used generally throughout this Price List are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Call Waiting: Provides the customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back by the caller.

Caller ID: Provides the customer with the calling party's name and telephone number. This information will be displayed only if the customer provides the appropriate hardware. Such hardware is not available from the Company.

Company: Swiftel, LLC a Florida Limited Liability Company, which is the issuer of this Price List.

Custom Calling Package: An optional service consisting of Call Waiting and Three-Way Calling.

Customer: The person or other entity that ordered service and is responsible for the payment of charges and for compliance with the Company's Price List regulations.

Due Date: The date on which a Customer payment is due to the Company.

Local Provider: A company that furnishes exchange telephone service.

Nonpublished Listing: A directory listing which is neither printed in a directory nor available from directory assistance.

Non-Recurring Charges: The one-time initial charges for services including, but not Limited to, charges for installation and special fees for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services that continue for the agreed-upon duration of the service.

Service Order: The request for local exchange services initiated by the Customer in a format specified by the Company.

Services: The Company's telecommunication services offered to the Customer.

Set-Up Charge: A non-recurring charge to establish the Customer's account.



Section 1 Continued

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: The customer can sequentially call two other people and add them together to make up a three-way call.

Underlying carrier: The underlying incumbent Local Exchange Carrier, or other alternative carrier, which provides facilities and/or local exchange telephone services to the Company for resale to the Customer.

User: A Customer or any other person authorized by the Customer to use service provided under this Price List.

## Section 2 Regulations

### 2.1 Scope

The Company undertakes to furnish local exchange communications service on a resale basis in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this Price List.

Customers may use services and facilities provided under this Price List to obtain access to services offered by other service providers. The Company is responsible under this Price List only for the services provided herein, and it assumes no responsibility for any service provided by any other entity.

### 2.2 Limitations

Service is offered subject to the availability of underlying carrier facilities and the provisions of this Price List.

The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Price List.

### 2.3 Terms and Conditions

Except as otherwise provided herein, there is a three (3) month minimum service requirement. If the customer terminates prior to the three (3) minimum a termination fee of \$30.00 will be charged. 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 Customer, in writing or verbally, on not less than thirty days notice. Unless otherwise specified herein, for the purpose of computing charges in this Price List, a month is considered to have 30 days. All calculations of dates set forth in this Price List shall be based on, calendar days, unless otherwise specified herein.

Customers may be required to enter into written Service Orders which may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List.

At the expiration of any term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of his obligation to pay any charges incurred under the Service Order and this Price List prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the

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Section 2 Regulations (Continued)2.3 Terms and Conditions (Continued)

Service Order shall survive such termination.

This Price List shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provision.

Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.4 Liability of the Company

The liability of the Company arising out of the furnishing of its services including but not limited to mistakes, omissions, interruptions, delays, or 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 acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.12 below, unless ordered by the commission. 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.

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 claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), 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 Section 2.12, the Company's liability; if any, shall be limited as provided herein.

Section 2 Regulations (Continued)2.4 Liability of the Company (Continued)

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 any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies. Riots, wars, unavailability of right-of-ways or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

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 or with the services the Company offers, or
- (b) For the acts or omissions of other common carriers or their employees or agents.

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 action, 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 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 as a condition to such installations.

Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company shall not be liable for any defacement of or damage to the Customer's 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 willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

Notwithstanding the Customer's obligations as set forth in Section 2.9.2, 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 or services furnished under this Price List, including:

- (a) Claims for liability, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and
- (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
- (c) 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.

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, unless ordered by the commission.

The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, facilities or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company does not guarantee nor make any warranty with respect to service installations *at* locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of any person or persons, or 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, presence, condition, locations or use *of* service furnished by the Company at such locations.

The 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 Station, terminal equipment or communications system of the Customer or any third-party acting as its agent, to the underlying carrier's network. The Customer shall secure all licenses, permits, rights of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure 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 underlying carrier'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 2.6 following, and that the signals do not damage Company or underlying carrier's 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 harm to Company or underlying carrier's equipment, personnel or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's. Expense or terminate the Customer's service without liability.

Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

With respect to Emergency Number 911 Service:

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by;

Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or

Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

2.0 Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.14 Liability of the Company (Continued)

2.1.4.14 (Continued)

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment. associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.



2.0 Regulations (Continued)2.1 Undertaking of the Company (Continued)2.14 Liability of the Company (Continued)

2.1.4.16 In conjunction with a Non-published Listing, as described in Section 3.4.2.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 when a Customer with a Non-published Listing as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

## 2.1.5 Notification of Service-Affecting Activities

The Company will 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, Company or UNDERLYING CARRIER equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers services. No specific advance notification is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.0 Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 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.

2.1.6.2 The Company shall use reasonable efforts to cause the UNDERLYING CARRIER to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities provided by the UNDERLYING CARRIER or the Company.

2.1 .6~3 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the UNDERLYING CARRIER or the Company, including but not limited to the Customer.

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2.0 Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities (Continued)

2.1.6.4 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. Beyond this responsibility, the Company shall not be responsible for:

- (a) The transmission of signals by Customer-provided equipment or for the quality of: or defects in, such transmission; or
- (b) The reception of signals by Customer-provided equipment.

2.17 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the UNDERLYING CARRIER, its agents or contractors.

2.2 Prohibited Uses

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

2.0 Regulations (Continued)2.1 Obligations of the Customer

## 2.3.1 General

The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this Price List;
- (b) Reimbursing the Company *for* damage to, or loss of the Company's or UNDERLYING Carrier'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's premises, unit. 55 caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages<sup>7</sup> cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or UNDERLYING CARRIER facilities and equipment installed on the premises of the Customer;
- (d) Any costs associated with altering the structure to permit installation of the UNDERLYING CARRIER-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an. order for service;
- (e) Granting or obtaining permission for UNDERLYING CARRIER or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or UNDERLYING CARRIER facilities or equipment;

2.0 Regulations (Continued)

2.1 Obligations of the Customer

2.3.1 General (Continued)

- (f) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or UNDERLYING CARRIER's equipment or facilities.

2.3.2 Claims

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

- (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; or
- (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.

2.0 Regulations (Continued)

2.3 Obligations of the Customer

2.3.2 Claims (Continued)

2.3.2.2 Any disputes or controversies arising out of the subject matter of this Price List, where the Customer or Customers claim damages individually or in the aggregate in excess of \$3,000.00, shall be decided by arbitration. The parties shall select a mutually agreeable arbitrator or, if one can not be mutually agreed upon, then the party with the claim may request the local court in the county in which the claimant resides to appoint an arbitrator in accordance with local law. The decision of the arbitrator will be final.

2~4 Reserved For Future Use

2.0 Regulations (Continued)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service provided by the Company to the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes

Federal, state, and any local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax), if any, will be added on the customer's bill in addition to the rates listed in this price sheet.

2.5.1.2 Access Charges

Any access or other charges which are imposed by order of or at the direction of the Federal Communications Commission will be added on the Customer's bill in addition to the rates listed in this price sheet.

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All Non-Recurring Charges are due and payable in advance, unless other mutually agreed arrangements were made in advance. All Recurring Charges are due and payable upon request.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer in advance of the month for which service is provided.

2.5.2.3 For Customers whose service is disconnected there will be no refund for any fraction of a month's service that may have been paid in advance.

2.5.2.4 Amounts not paid by the Due Date are considered past due.

2.5.2.5 A late charge may be assessed on any past-due balance.



2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.2 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's. rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Reserved For Future Use

2.5.5 Security

2.5.5.1 Customer Deposits

If the Customer pays a security deposit in order to continue service, the Company will not pay interest on the security deposit.

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service

- 2.5.6.1 Discontinuance of service will be governed by the rules and regulations specified in this Price List.
- 2.5.6.2 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer; discontinue or suspend service without incurring any liability.
- 2.5.6.3 Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues: during that period.

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

2.5.6.4 The Company may discontinue the furnishings of any and/or all service(s) to a Customer without incurring any liability:

2.5.6.4.1 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 or the UNDERLYING CARRIER's personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.6.4.1 (a-j) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier 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, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (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 2.5.5; or

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

2.5.6.4 (Continued)

2.5.6.4.1 (Continued)

- (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 services to which the Customer either subscribes or: had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

2.5.6.4 (Continued)

2.5.6.4.1 (Continued)

- (f) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Price Listed charges for the service by:
  - (1) 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
  - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (3) Any other fraudulent means or devices; or
- (g) The Customer causes toll or any other charge by any entity other than the UNDERLYING CARRIER to appear on the Company's billing from the UNDERLYING CARRIER; or
- (h) The service is abandoned by the Customer; or

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

2.5.6.4 (Continued)

2.5.6.4.1 (Continued)

- (i) The service is used in such a manner as to interfere with the service of other users; or
- (j) The service is used for unlawful purposes.

2.5.6.4.2 immediately, upon notice to the Customer who has failed to pay any sum when due.

2.5.6.4.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.4.4 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.

2.5.6.5 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.0 Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

2.5.6.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies its that may be available to the Company at law or in equity or under any other provision of this Price List.

2.0 Regulations (Continued)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished shed by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of five (5) business days or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price Lists. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not: interrupted.

2.6.1.1 Credit allowance for the interruption of service which is not due to the UNDERLYING CARRIER's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to. notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble. is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's or UNDERLYING CARRIER's facilities.



2.0 Regulations (Continued)

2.6 Allowances for Interruptions of Service (Continued)

2.6.1 Credit for Interruptions (Continued)

2.6.1 2 The Customer shall be credited for any interruption in the same proportion that the: UNDERLYING CARRIER credits the Company according to the following formula:

Customer Credit = A/B x C, where:

A = Service credit to the Company from the UNDERLYING CARRIER

B = Total monthly charge for Customer's service to the Company from the-UNDERLYING CARRIER

C = Monthly charge to the Customer by the Company

Swiftel, LLC

Florida Price List No.1  
Original Sheet No. 32

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Issued: 3-1-2007  
Issued by:

Angie M Franco  
3048 Cobblestone Dr  
Pace Fl 32571

Effective \_\_\_\_\_

2.0 Regulations (Continued)2.6 Allowances for Interruptions of Service (Continued)2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruption due to the negligence of; or noncompliance with the provisions of this Price List by the Customer, any User, or other common carrier providing service connected to the service of the Company;
- (b) Interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carrier 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 and the UNDERLYING CARRIER are not given flail and free access to their facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruption of service during a period in which the Customer continues to use the service 6n an impaired basis;
- (0) Interruptions of service during any period when the Customer has released service to the company or UNDERLYING CARRIER for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (B) Interruption of service due to circumstances or causes beyond the control of the Company.

2.0 Regulations (Continued)

2.6 Allowances for Interruptions of Service (Continued)

2.6.3 Use of Alternative Service Provided. by. the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the Price Listed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service, no charges will be imposed except for those specified below.

2.7.1.2 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 shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in Section 2.7. 1.2 will be calculated and applied on a case-by-case basis.

2.0 Regulations (Continued)2.7 Cancellation of Service (Continued)2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2: all costs, fees and expenses reasonably incurred in connection with:

- (a) MI Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
- (b) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- (c) All Recurring Charges specified in the applicable Price List of the balance of the then current term.

2.8 Transfer 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 (or the UNDERLYING CARRIER) 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 any assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.0 Regulations (Continued)

2.9 Notices and Communications

- 2.9.1 The Company shall mail or deliver all notices and other communications to the Customer at the service address, unless that Customer designates a separate address to which the Company's bills for service shall be mailed. In the case where a separate "billing address" has been designated by the Customer, the Company shall also mail or deliver all notices and other communications to the designated "billing address".
- 2.9.2 The Company shall designate on any Service Order, and on each bill for service, an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this Price List will 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.
- 2.9.4 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.

3.0 Service Descriptions

3.1 Local Exchange Service: The Company's local telephone service provides a Customer with the ability to connect to the UNDERLYING CARRIER's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the UNDERLYING CARRIER);
- access operator services (as specified in Section 3.3);
- place call to toll free 8XX telephone numbers.

The Company's service cannot be used to access interexchange carriers for: interLATA, intraLATA, interstate, or international calling or access caller-paid information services (e.g., 900,976). All 1+, 0+, 0-, and other numbers used for caller-paid services will be blocked by the Company through the UNDERLYING CARRIER's switch as permitted by state statute.

The Company will allow access to Excel Communications located in Dallas Texas for long distance service. This service arrangement is between the Customer and Excel Communications only. The Customer will receive a separate bill from Excel Communications for their long distance service. The Company accepts no responsibility for the quality of the service. The Company will charge a one-time connection fee.

3.1.1 Service Area: The Company's service area incorporates all geographic regions-and exchanges currently served by the following UNDERLYING CARRIER

GTE

3.0 Service Descriptions

3.1 Local Exchange Service (Continued)

3.1.1 Service Area

3.1.1.1 Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the UNDERLYING CARRIER in the Customer's exchange area.

3.1.2 Local Line

3.1.2.1 Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.2 Optional Features: A Local Line may order the following optional features, at the rate specified in Section 3.1.23.1

- Custom Calling Package
- Call Waiting
- Call Forwarding
- Three Way Calling
- Caller ID
- Non-Published Number



3.0 Service Descriptions

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges as specified in Section 3.1.2.3.1 and 3.1.2.3.2 respectively. Local Line charges will vary based on the UNDERLYING CARRIER providing facilities to the Company in the Customer's exchange.

3.1.2.3.1 Non-Recurring Charges

	<u>GTE</u>
Set-Up Charge (local line) (per line)	\$79.99
Set-Up Charge (long distance) (per line)	\$20.00
Custom Calling Package (per line )	\$17.99
Call Waiting (per line)	\$10.00
Call Forwarding (per line)	\$10.00
3 Way Calling (per line)	\$10.00
Caller ID (per line)	\$10.00

3.1.2.3.2 Recurring Charges - Monthly

	<u>GTE</u>
Local Line - Line Charge (per line)	\$49.99
Custom Calling Package (per line)	\$17.99
Call Waiting (per line)	\$ 5.00
Call Forwarding (per line)	\$ 5.00
3 Way Calling (per line)	\$ 5.00
Caller ID (per line)	\$11.00

3.0 Service Descriptions

3.2 Directory Assistance

Customers will not have access to Directory Assistance.

3.3 Operator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the UNDERLYING CARRIER's toll restriction and billed number screening services and as required by state statute.

3.4 Directory Listings

The Company shall provide for a single directory listing the telephone directory published by the UNDERLYING CARRIER in the Customer's exchange area.

3.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

3.4.2 Directory listings are provided in connection with each Customer's service as specified herein:

3.4.2.1 Primary Listing: The listing shall include the first initial and last name of the Customer. The listing will not include the Customer's address.

3.4.2.2 Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records subject to the provisions set forth in Section 2.1.4.

Charges for Non published Listings are specified in Sections 3.4.2.3 and 3.4.2.4.

3.0 Service Descriptions

3.4 Directory Listings (Continued)

3.4.2 (Continued)

3.4.2.3 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	<u>GTE</u>
Non-published number	\$20.00
(per line no charge if included in Customer's original service order)	

3.4.2.4 Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

	<u>GTE</u>
Non-published number	\$3.50

3.0 Service Descriptions (Continued)3.5 Miscellaneous Fixed Non-Recurring Charges:

	<u>GTE</u>
Change Telephone Number (per line)	\$45.00
Transfer Account to New Address per line)	\$79.00
Reconnect Previous Customer (per line)	\$79.00
Late Charge (per billing)	\$10.00
Toll Activity Charge (per billing)	\$15.00

3.6 Miscellaneous Variable Non-Recurring Charges

3.6.1 For any toll or other unauthorized charges appearing on the Company's billing from the UNDERLYING CARRIER as defined in Section 2.5.6.4.1(g), the Customer is billed a handling charge of \$15.00 per UNDERLYING CARRIER billing.

3.6.2 For any incidental charges which appear on the Company's billing from the UNDERLYING CARRIER (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer plus a handling charge in an amount equal to the incidental charges (with a maximum of \$5.00 per handling charge).

3.7 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.0 Service Descriptions (Continued)

- 3.8 Telecommunications Relay Service: Refers to the provision of a specialized telecommunication service that allows hearing- and speech-impaired customers to communicate over the telecommunications network as defined in Florida Statute 364.337. The Company will pass through to the Customer all charges associated with this service, including associated taxes and franchise fees, at the same level of charge as assessed by the UNDERLYING CARRIER to the Company. The Customer is responsible for the provision of all hardware and installation thereof at the Customer's premises in order to utilize this service; the Company maintains no inventory of hardware for this purpose.

4.0 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. These promotions will be submitted to the Florida Public Service Commission.

4.1 Promotional Offerings

April 5<sup>th</sup>, 1999 to June 30<sup>th</sup>, 1999

First month of basic residential service free, with paid set up charge of \$79.99.

First month of custom calling package free with paid set up charge of \$17.99.

First month of call waiting, call forwarding, 3 way calling or caller ID free with paid set up charge of \$10.00.

**INDEX**

Billing and Collection of charges..... 29  
Cancellation of Service ..... 40  
Claims ..... 26  
Definitions..... 9  
Deposits..... 30  
Directory Assistance ..... 46  
Directory Listings ..... 46  
Discontinuance of Service..... 31  
Disputed bills ..... 30  
Emergency Services..... 48  
Interruptions of Service..... 37  
Late Charge ..... 29  
Notices and Communications ..... 42  
Obligations of the Customer ..... 25  
Operator Assistance ..... 46  
Payment for Service ..... 8  
Prohibited Uses ..... 24  
Promotional Offerings..... 50  
Rates..... 45  
Service Area..... 43  
Service Descriptions ..... 43  
Symbols..... 7  
Telecommunications Relay Service..... 49  
Transfer and Assignments..... 41  
Undertaking of the Company ..... 11

# *Certified Copy*

I certify the attached is a true and correct copy of the Articles of Organization of SWIFTEL, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 18, 2006 effective August 15, 2006, as shown by the records of this office

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L06000082007.

Authentication Code: 060821090726-700078885587#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty First day of August, 2006



*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State



Florida Department of State, Division of Corporations

Corporations Online

www.sunbiz.org

Public Inquiry

### Florida Limited Liability

#### SWIFTEL, LLC

**PRINCIPAL ADDRESS**

3048 COBBLESTONE DR  
 PACE FL 32571  
 Changed 01/22/2007

**MAILING ADDRESS**

3048 COBBLESTONE DR  
 PACE FL 32571  
 Changed 01/22/2007

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 LC AMENDMENT

**Event Date Filed**  
 03/01/2007

**Event Effective Date**  
 NONE

**Total Contribution**  
 0.00

### Registered Agent

Name & Address
FRANCO, ANGIE 3048 COBBLESTONE DR. PACE FL 32571
Name Changed: 12/12/2006
Address Changed: 12/12/2006

### Manager/Member Detail

Name & Address	Title
FRANCO, ANGIE M 3048 COBBLESTONE DR	MGRP

PACE FL 32571	
SOLT, LEONARD I 3048 COBBLESTONE DR	MGRM
PACE FL 32571	
SOLT, LEONARD I 3048 COBBLESTONE DR	P
PACE FL 32571	

### Annual Reports

Report Year	Filed Date
2007	01/22/2007

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### Document Images

Listed below are the images available for this filing.

<a href="#">01/22/2007 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">12/12/2006 -- Reg. Agent Change</a>
<a href="#">08/18/2006 -- Florida Limited Liability</a>

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

[Corporations Inquiry](#)

[Corporations Help](#)

## Limited Liability Company Operating Agreement Swiftel LLC

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This Limited Liability Company Operating Agreement (the agreement) is made and entered into as of the 20 day of February, 2007 by and among:  
Angie M Franco, Lenny I Solt

And each individual or business entity shall be subsequently admitted into the Company. These individuals and/or business entities shall be known as and referred to as "members" and individually as "member." WHEREAS, the parties have formed a Limited Liability Company named above through their initial registered agent **Angie M Franco** pursuant to the laws of the State of **Florida**. Now, in consideration of the conditions and mutual covenants contained herein, and for good and valuable consideration, the parties agree upon the following terms and conditions:

### **Article I: Company Information**

1. The members hereby form and organize the company as a Limited Liability Company subject to the provisions of the Florida Limited Liability Company Act in effect as of this date. Articles of Organization shall be filed with the Florida Secretary of State.
2. The Members agree to execute this Operating Agreement and hereby acknowledge for good and valuable consideration receipt thereof. It is the intention of the members that this Operating Agreement shall be the sole source of agreement of the parties.

In the event any provision of this Operating Agreement is prohibited or rendered ineffective under the laws of Florida, this Operating Agreement shall be considered amended to conform to the Florida Limited Liability Company Act. The invalidity of any provision of this Operating Agreement shall not affect the subsequent validity of any other provisions of this Operating Agreement.

3. **NAME.** The name of the company shall be Swiftel, LLC. The business of the Company shall be conducted under that name or such trade or fictitious names as the members may determine.
4. **Date of Formation.** This Operating Agreement shall become effective upon its filing with and acceptance by the appropriate State Agency.
5. **Registered Agent and Office.** The company's initial registered agent and Registered office shall be Angie M Franco 3048 Cobblestone Dr. Pace Fl 32571. Managing members may change the registered agent or registered office at any time, by filing the necessary documents with the appropriate state agency. Should managing members fail to act in this regard, any

state agency. Should managing members fail to act in this regard, any member may file such notice of change in registered agent or registered office.

6. Term. The company shall continue for a period of thirty (30) years from the Date of Formation unless:
  - A. The term is extended by Amendment of the Operating Agreement. Members shall have the right to continue the business of the company and may exercise that right by the unanimous vote of the remaining members within ninety (90) days after the occurrence of the event described below.
  - B. The company is dissolved by the majority vote of the membership.
  - C. The death, resignation, expulsion, retirement, bankruptcy, incapacity or any other event that terminates the continued membership of a member of the company.
  - D. Any event which makes it unlawful for the business of the company to be carried on by the members.
  - E. Any other event causing the dissolution of a Limited Liability Company under the laws of the State of Florida.

## **Article II: Business Purpose**

It is the purpose of the Company to engage in the telecommunications business. The foregoing purposes and activities will be interpreted as examples only and not as limitations, and nothing therein shall be deemed as prohibiting the Company from extending its activities to any related or otherwise permissible lawful business purpose which may become necessary, profitable or desirable for the furtherance of the company objectives expressed above

## **Article III: Capital Contributions**

1. Initial Contributions. Each member shall contribute to the Company capital Prior to or simultaneously with, execution of this agreement. Each member shall have made initial capital contributions in the following amounts:

Name of Member	Value of Contribution	% Interest in LLC
Angie Franco	\$75,000	50%
Lenny I Solt	\$75,000	50%

No interest shall accrue on initial capital contribution.

2. **Additional Capital Contributions.** If management decides that additional Capital Contributions are necessary for operating expenses or to meet other obligations, notice must be sent to each Member setting forth each member's share of the total contribution. Such notice must be in writing and delivered to the member at least ten (10) business days prior to the date the contribution is due. Each additional Capital Contribution is voluntary and any such commitment is to be considered a loan of capital by the Member to the Company. Such additional Capital Contribution does not in any way increase membership interest. This loan shall bear interest at \_\_\_\_\_ points above the current prime rate. Any loan under this subsection shall be paid in full before any distributions are made under Article IV.
3. **Third Party Beneficiaries.** Nothing in the foregoing sections is intended to benefit any creditor or third party to whom obligations are owed without the expressed written consent of the company or any of its members.
4. **Capital Accounts.** A Capital account shall be established by the company for Each member. The Capital Account shall consist of:
  - A. The amount of the Member's Capital Contributions to the company including the fair market value of any property so contributed to the Company or Distributed by the Company to the Member.
  - B. Member's share of net profits or net losses and of any separate allocations of income, gain (including unrealized gain), loss or deduction. The maintenance of capital accounts shall at all times be in accordance with the requirements of state law.
5. **Additional Provisions:**
  - A. Capital Accounts shall be non interest bearing accounts.
  - B. Until the dissolution of the Company, no Member may receive Company property in return for Capital Contributions.
  - C. The liability of the Member for the losses or obligations incurred by the Company shall be limited to: Payment of Capital Contributions when due, pro rata share of undistributed Company assets and any to the extent required by law, any previous distributions to that Member from the Company.

#### **Article IV: Profits, Losses, Allocations, and Distributions**

1. **Allocations:** Net profits, losses, gains, deductions and credits from operations and financing shall be distributed among the Members in proportion to their respective interest and at such time as shall be determined by the Members.
2. **Distributions.** Management may take distributions annually or more frequently if there is excess cash on hand after providing for appropriate expenses and liabilities. Such interim distributions are allocated to each member according to the percentage of membership interest.

## **Article V: Management**

1. **Managing Members:** The names and addresses of managing members are:

Angie M Franco – 3048 Cobblestone Dr. Pace Fl 32571

Lenny I Solt – 3313 Russett Place. Land O Lakes Fl 34639

Managing Members shall make decisions regarding the usual affairs of the Company, a majority vote of the membership shall name as many managers as the Membership deem necessary and the Membership shall elect one Chief Operating Manger who is responsible for carrying out the decisions of the managers.

2. **Number of Managers:** The Membership may elect one, but not less than one manager.
3. **Term of Office.** The term of office is not contractual but continues until:
  - A. a fixed term of office, as designated by the membership expires.
  - B. vote of the membership.
  - C. The dissolution of such Manager.
4. **Authority of Managers.** Only managing members and authorized agents shall have the power to bind the company. Each managing member to authorize on the Company's behalf to:
  - A. Purchase, or otherwise acquire, sell, develop, pledge, convey, exchange, lease, or otherwise dispose of Company assets wherever located.
  - B. Initiate, prosecute and defend any proceeding on behalf of the Company.
  - C. Incur and secure liabilities and obligations on behalf of the Company.
  - D. Lend, invest, or re-invest company assets as security for repayment. Money may be lent to members, employees and agents of the Company.
  - E. Appoint officers and agents, and hire employees. It is also the province of management to define duties and establish levels of compensation. Management compensation will be determined by majority membership vote.
  - F. Execute and deliver all contracts, conveyances, assignments, leases, subleases, franchise and licensing agreements, promissory notes, loans, security agreements or any other kind relating to Company business.
  - G. Establish pensions, trust, life insurance, incentive plans or any variation thereof, for the benefit of any or all current or former employees, members and agents of the Company.
  - H. Make charitable donations in the Company's name.

- I. Seek advice from members not part of elected management, although, such advice is need not be heeded.
  - J. Supply, upon the request of any member, information about the Company or any of its activities including but not limited to, access to company records for the purpose of inspecting and copying Company books, records and materials in the possession of management. The requesting member shall be responsible for any expenses incurred in the exercise of these rights set forth in this document.
5. **Standard of Care and Exculpation:** Any Member of management must refrain from engaging in grossly negligent, reckless or intentional misconduct. Any act or omission of a member of management that results in loss or damage to the company or member, if done in good faith, shall not make the Manager liable to the Members.
  6. **Indemnification:** The company shall indemnify its Members, Managers, employees and agents as follows:
    - A. Every Manager, Agent, or employee or of the Company shall be indemnified by the Company against all expenses and liabilities, including counsel fees reasonably incurred by him in connection with any proceeding to which he may become involved, by reason of his being or having been a Member of the Company or having served at the request of the Company as a Manager, employee, or agent of the Company or any settlement thereof, whether or not he is a manager, employee, or agent at the time such expenses are incurred, except in such cases wherein the Manager, Agent or Employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when Managers approve such settlement and reimbursement as being for the best interest of the Company.
    - B. The Company shall provide to any person who is or was a member, manager, employee, or agent of the Company or was serving at the request of the Company as a manager, employee, or agent of the Company, the indemnity against expenses of suit, litigation or other proceedings that is specifically permissible under applicable law.

## **Article VI: Tax and Accounting Matters**

1. **Bank Accounts:** Management shall establish bank accounts, deposit Company funds into those accounts, and make disbursements from those accounts.
2. **Accounting Method:** This cash method of accounting shall be the accounting method used to keep records of receipts and disbursements.
3. **TMP:** A Tax Matter Partner shall be designated by the management of the

- Company as designated by the IRS Code.
4. Years: The fiscal and Tax years of the Company shall be chosen by management.
  5. Accountant: An independent accountant shall be selected by management.

### **Article VII: Member Dissociation**

1. Upon the first occurrence of any of the following events , a person shall cease to be a member of the Company:
  - A. The Bankruptcy of the member.
  - B. The death or Court ordered adjudication of incapacity of the member.
  - C. The withdrawal of a member with the consent of a majority vote of the remaining membership
  - D. The dissolution and winding up of the non-corporate business member including the termination of a trust.
  - E. The filing of a Certificate of Dissolution by the corporate member.
  - F. The complete liquidation of an estate's interest in the LLC.
  - G. The expulsion of a member with the majority consent of the remaining membership.
  - H. The expiration of the term specified in Article 1, section 6.
2. Option to Purchase Interest: In the event of a dissociation of a member, the Company shall have the right to purchase the former Member's Interest at current fair market value.

### **Article VIII: Disposition of Membership Interests**

1. Prohibitions:
  - A. No membership interest, be it sale, assignment, exchange, transfer, mortgage, pledge or grant, shall be disposed of if the dissolution of if the disposition would result in the dissolution of the Company without full compliance with all appropriate State and Federal Laws.
  - B. No member may in any way alienate all or part of his membership interest in the Company be it through assignment, conveyance, encumbrance or sale, without the prior written consent of the majority of the remaining members. Such consent may be given, withheld or delayed as the remaining members see fit.
2. Permissions: A Member may assign his membership interest in the Company subject to the provisions in this article. The assignment of membership interest does not in itself entitle the assignee to participate in the management of the Company nor is the assignee entitled to become a member of the Company. The assignee is not a substitute member but only an assignee of



membership interest and as such, is entitled to receive the income and distributions the assigning member would have otherwise received.

3. **Substitute Membership:** Only upon the unanimous consent of the remaining members may the assignee of membership interest become a substitute member and be entitled to all rights associated with the assignor. Upon such admission, the substitute member is subject to all restrictions and liabilities of member.

### **Article IX: Meetings**

1. **Voting:** All members shall have the right to vote on all of the following:
  - A. The dissolution of the Company
  - B. The merger of the Company
  - C. Any transaction involving any potential conflict of interest
  - D. An amendment to the Articles of Organization or to the Operating Agreement.
  - E. The transfer or disposition of all Company assets outside the ordinary course of business.
2. **Required Vote:** Unless a greater vote is required by statute or the Articles of Organization, an affirmative vote of the majority of the majority of the membership shall be required.
3. **Meetings:**
  - A. The manager(s) shall hold an annual meeting and place of their choosing.
  - B. Special meetings of the membership may be called at any time by the Manager(s) or by at least ten (10) % of the membership interest of all members. Written notice of such meeting must be provided at least sixty (60) days prior and not later than ten (10) days before the date of the meeting. A member may elect to participate in any meeting via telephone.
4. **Consent:** In the absence of an annual or special meeting and in the absence of A vote, any action required to be taken may be permitted with the written consent of the members having not less than the minimum number of votes required to authorize such action at a meeting.

### **Article X: Dissolution and Termination**

In the event dissolution occurs the remaining membership shall have the option to elect to continue the Company as defined by Article I, Section 6.

1. **Merger:** In the event the election to continue the Company following a

dissolution event is not obtained; a majority vote of the remaining members may elect to reconstitute the Company through Merger with and into another Limited Liability Company Pursuant to applicable State Law.

2. Winding Up: If the Members do not elect to continue the Company or reconstitute it, the Manager or other person selected by a majority vote of the membership shall wind up the Company.
3. Final Distributions: After all Company assets have been liquidated and all Company Debts have been paid, the proceeds of such liquidation shall be distributed to members in accordance with their capital account balance. liquidation proceeds shall be paid within thirty (30) days of the end of the Company's taxable year or, if later, within thirty (30) days after the date of liquidation.
4. Dissolution: Upon completion of the winding up period, the Manager or other person selected shall file with the Secretary of State the Certificate of dissolution or its equivalent and any other appropriate documents as required by law.

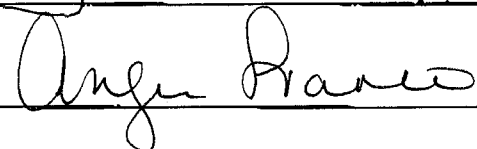
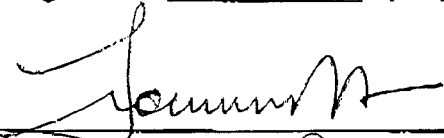
IN WITNESS WHEREOF, the parties hereto make and execute this Operating Agreement on the dates set below their names, to be effective on the date first above written.

Signed and agreed this 20<sup>th</sup> day of February 2007.

BY:

Manager:

Manager:



Letter of Commitment

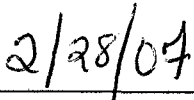
February 23, 2007

RE: Capital Commitment for Swiftel, LLC

To Whom It May Concern:

I, Angie M. Franco commit to provide \$75,000 in working capital as well as my time and expertise for Swiftel, LLC. These funds will be distributed as needed and will come primarily from our other private investments. This money will be loaned in the form of a note with interest to be set at time of dispersement.

  
\_\_\_\_\_  
Angie M. Franco

  
\_\_\_\_\_  
Date

Letter of Commitment

February 23, 2007

RE: Capital Commitment for Swiftel, LLC

To Whom It May Concern:

I, Leonard I Solt commit to provide \$75,000 in working capital as well as my time and expertise for Swiftel, LLC. These funds will be distributed as needed and will come primarily from our other private investments. This money will be loaned in the form of a note with interest to be set at time of dispersement.



Leonard I Solt

2-28-07

Date

## Financial Capability

Enclosed is our current business plan and pro forma. It includes balance sheet projections, Income statement projections, and statements of retained earnings. The principles of Swiftel, LLC have committed to providing start up capital in excess of \$150,000. Attached you will also find commitments by the principles for this credit. In addition we have an excellent relationship with Bank of America, a highly regarded financial institution. We have accounts with Western union as well as 1<sup>st</sup> National Processing a division of JP Morgan Chase Bank to process payments from our consumers.

### Credit References:

Steve Watson  
Lost Key Telecom, Inc.  
PO Box 34474  
Pensacola, FL 32507  
678-528-6692

Lynn Kraum  
L. Lynn Kraum Realty, Inc.  
PO Box 121221  
West Melbourne Fl 32912  
321-302-9587

Stacy Biddix  
Strategix LLC  
385 East Dr  
Melbourne Fl 32904  
321-794-3377

Image Painting of Florida, Inc.  
**Image Painting of Florida, Inc.**

**23110 S.R. 54 #307 Lutz, FL 33549**  
**(Cell) 813.388.3157 (Fax) 813.909.4891**  
Email [ipofinc@aol.com](mailto:ipofinc@aol.com)

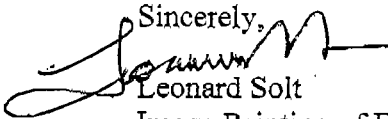
February 28, 2007

Florida Public Service Commission  
Division of Regulatory Over-site  
Certification Section  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

To Whom It May Concern:

Due to Swiftel's newly formed relationship with Bank of America, please accept this letter as verification of my banking history and relationship with the Bank of America. I have had a personal bank account with this institution for over 20 years. My business relationship with the Bank of America has been in existence for over 2 ½ years. I have no derogatory history. Should you have any questions or wish to verify my good standing please feel free to contact Bill Stentz, the Banking Center Manager here in Land O' Lakes, FL. The telephone number is (813)-995-6066.

Sincerely,



Leonard Solt  
Image Painting of Florida, President  
Swiftel L.L.C., Managing Partner.

Thomas and Stacey Biddix  
Strategix LLC  
385 East Dr.  
Melbourne, FL 32904

March 1, 2007

Florida Public Service Commission  
Division of Regulatory Oversight  
2540 Shumard Oak Blvd  
Tallahassee Fl 32399

To Whom It May Concern:

The purpose of this letter is to provide a reference for Swiftel LLC. We have known the president of Swiftel LLC, Angie Franco, for seven years and have been extremely satisfied with the business relationship we have shared. Angie Franco has always shown extreme intelligence and a high level of commitment, which will continuously contribute to the growth of Swiftel LLC in the communications industry.

We would recommend doing business with Swiftel LLC and look forward to continuing a professional relationship with Swiftel LLC in the future.

Sincerely,

Thomas Biddix  
Stacey Biddix

L.Lynn Kraum Realty  
PO Box 121221  
West Melbourne Fl 32912  
Phone 321 302 9587

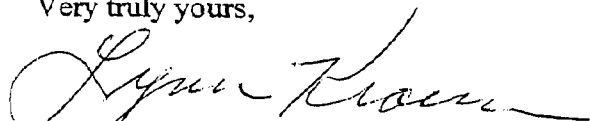
Florida Public Service Commission  
Division of Regulatory Oversight  
Certification Section  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

February 27, 2007

To whom it may concern:

I have had an excellent professional relationship with the principles of Swiftel, LLC for many years. As an investor, I look forward to working with them on this venture for years to come.

Very truly yours,



Lynn Kraum  
President / Owner L. Lynn Kraum Realty



Start Up Expenses	Dollar Amount
Legal Cert for FI	\$1,400
PUC Certification Filing Fee	\$400
Legal for Trade Mark	\$1,500
BST LOC	\$10,000
BST BILL	\$11,000
Excecleron	\$3,300
Advertising	\$30,000
Establish Name and Logo	\$300
Expensed Equipment Phone System	\$4000
Marketing Solutions Set Fee	\$1500
Tax Partners Set Up	\$2000
Provisioning Reps	\$8000
Cell Phones	\$600
<b>Total Start Up Expense</b>	<b>\$74,000</b>

Start Up Assets Needed	
Cash Requirements	\$0
Other Short Term Assets	\$0
<b>Total</b>	<b>\$0</b>
<b>Long Term Assets</b>	<b>\$0</b>
<b>Total Assets</b>	<b>\$0</b>
<b>Total Start Up Requirements</b>	<b>\$74,000</b>

Start Up Funding Plan	
Investment	
Other	\$0
Investor 1 (principle 1)	\$75,000
Other	\$0
Investor 2 (principle 2)	\$75,000
<b>Total Investment</b>	<b>\$150,000</b>
<b>Short / Long Term Liabilities</b>	
Unpaid Expenses	\$0
Short Term Loans	\$0
Interest Free Short term Loans	\$0
Long Term Liabilities	\$0
<b>Total Liabilities</b>	<b>\$0</b>
<b>Loss @ start up</b>	<b>(\$74,000)</b>
<b>Total Capital</b>	<b>\$0</b>
<b>Total Capital and Liabilities</b>	<b>\$0</b>
<b>Checkline</b>	<b>\$0</b>

## **1.0 EXECUTIVE SUMMARY**

Swiftel, LLC formed in 2005 as a prepaid telecommunications company will provide specialized telecommunications products & services to a niche market within the eastern United States. This extensive and lucrative market consists of customers who are in need of products such as residential local dial tone, long distance, internet and cellular services. The customers within these markets are unable to subscribe to these services through traditional sources due to bad credit or lack of funds required for a large deposit. Offering a solution for this customer base, Swiftel, LLC will provide these services through a non traditional avenue; prepaid home dial tone, prepaid long distance, prepaid internet and prepaid cellular.

## 1.1 MISSION

Swiftel, LLC will offer reliable prepaid telecommunications products throughout the Eastern United States.

It is the mission of the Company to provide the highest level of customer service and product quality to it's financially disadvantaged customers. The company will provide a dependable and efficient prepaid product line while promoting customer retention through it's partnership with Western Union Swiftpay. Through this unique partnership, the company will offer a trouble-free and uncomplicated method for the customer to make monthly payments to retain there prepaid services on a consistent basis without interruption.

## **2.0 Company Summary**

Swiftel, LLC will provide prepaid telecommunications services throughout the Eastern United States. Having established a co-op advertising partnership agreement with Western Union Swift Pay, Swiftel, LLC will promote its prepaid home dial tone product as a solution to those customers needing a home phone line but lacking the financial capability to obtain the line through traditional sources; i.e. Ma & Baby Bell's. In keeping with the agreement with Western Union Swift Pay, Swiftel, LLC will direct its customers to any Western Union Swiftpay location to pay for new activations as well as continued monthly service.

Swiftel, LLC will launch a full scale direct marketing advertising campaign utilizing television, print, transit, and radio media's. A direct mail campaign will also be utilized once a substantial customer base has been established to encourage friends, family and acquaintances of Swiftel customers to activate their home phone service with Swiftel.

It is the goal of Swiftel, LLC, to provide it's customers the highest quality, most reliable effortless products in the marketplace. The following products will be offered by Swiftel, LLC:

- Prepaid Home Dial Tone Service in the Eastern United States
- Prepaid Long Distance Services
- Prepaid Internet Services
- Prepaid Wireless Services

## **2.1 Company Ownership**

Swiftel, LLC was created as a Florida Limited Liability Company based in Escambia County, owned by its principal investors and principal operators.

## **2.2 Company Locations and Facilities**

Swiftel, LLC is located at 3048 Cobblestone Dr Pace Fl. The Company occupies a 4500 square foot facility.

### **3.0 Services**

Swiftel, LLC will offer residential prepaid dial tone, long distance, internet and wireless services. Each service will be provided with individual pricing plans and feature options.

Residential Dial Tone services will provide unlimited access to local calling areas as well as optional features such as, call waiting, call forwarding, three way calling, speed dial, call return, call block, repeat dial and caller id.

Long Distance services will offer the customer the ability to prepay for long distance service at competitive rates. This service will allow the customer to manage or budget a block of long distance time every month.

Internet Services will allow the customer unlimited access to the internet as well as personalized email address.

Wireless Services will be provided based on service area availability. Swiftel, LLC will offer a nationwide prepaid product that will give free long distance, free roaming, free voice mail, free activation, and free caller id.

## **4.0 Market Analysis Summary**

Swiftel, LLC will introduce our prepaid home dial tone marketing program to the credit challenged market throughout the eastern United States. This market makes up 10 to 15 percent of the overall population in this geographical area.

Lower Income urban residents are often overlooked by advertisers, yet, they concentrate in large numbers in specific geographic areas, spend freely on many products and services and will comparison shop for those products and services. Swiftel will be instituting a large scale direct market campaign geared directly toward the following market segments; ethnic, females with children, Native Americans, and white males who are money management challenged.

## **4.1 Target Market Summary**

Prepaid home dial tone is a solid business opportunity which generates nearly 100% of leads, sales and revenues through advertising campaigns, therefore, the marketing and advertising objectives of Swiftel, LLC are three-fold.

1. Plan media platforms to reach female adults within 21-35 with an income of less than \$25,000, single family ethnic populations 21-45 with a total household income less than \$30,000 and white males 21-27 who have poor money management skills.
2. Utilize all media to become a consistent and constant presence to gain maximum reach and frequency to the target markets. All advertising will promote Western union Swiftpay locations as an effortless and quick method of paying there monthly bill, thereby, ensuring higher customer retention.
3. Establish a fluctuating, yet steady advertising schedule to provide adequate exposure each and every month in established markets while expanding into new and growing urban markets.

Swiftel, LLC plans to utilize traditional media outlets to reach its target market. The media outlets chosen for the campaign will include; 30 second television commercials, Weekly Classified newspapers such as South Florida's "The Flyer" and "penny saver", Transit poster billboard advertising as well as window poster placement in Western Union Swiftpay Locations.

Television Commercials will focus on the daytime television watcher with promotions on such programs as Judge Mathis, People's court, Montel Williams, Judge Judy, and divorce court. Swiftel, LLC will also utilize large cable systems in major urban areas focusing on promotions campaign on such stations as BET, USA, and FX. To reach the secondary market of younger white males 25-27, 30 second spots will be shown on MTV and ESPN2.

City transit systems are also a vital part of the advertising efforts of Swiftel, LLC and will be heavily utilized. 62% of all transit system riders are between 21-40yrs old, 53% are female. The average annual income of transit riders is under \$30,000, 29% are Hispanic, 18% are black and 50% are Caucasian. Swiftel will promote its product through the use of interior bus cards throughout each city's fleet of buses. To create consistency, at least 50% of each fleet will be showing the Swiftel Posters.

Newspapers and Magazines commonly referred to as "weekly's" will be used to promote the product primarily Caucasian & Hispanic segments. The ad will be placed in weekly's with a circulation of approximately 500,000 to 1,000,000. The ad will be designed to promote the ease and affordability of the product along with the partnership with Western Union Swiftpay. Swiftpay locations will be promoted as pay locations for monthly phone bills and new activations/transfers.

Swiftel's advertising campaign will be light-hearted; the need to laugh is universal. It is our opinion that to produce a serious TV & print ad will only promote & sell a negative message. Prepaid home dial tone should not be viewed with negative connotation; we hope to promote it as an alternative to a temporarily bad financial situation.

## **5.0 Financial Plan**

Growth will be financed through monthly cash flow and revenue's. While this growth & funding plan may require slower growth than is attainable per their per their aggressive marketing & sales strategy, Swiftel, LLC believes this will position the company more solidly for the future. It is the goal of the Company to acquire a customer base which will slowly, but surely, become it's best selling & marketing tools.

The company believes a happy and committed customer base, however long it takes to create that base, will far outway the allure of an immediate, unprofitable and unorganized growth pattern which has proven to be the death of many prepaid telecommunications companies.

## **5.1 Projected Profit and Loss**

Our projected profit and loss is shown on the following table, with sales increasing almost 2 million the first year to more than 4 million the third. The Company becomes profitable by January 2008.



Profit and Loss

	FY2007	FY2008	FY2009
<b>Income Statement</b>			
Sales	\$4,376,598	\$6,080,932	\$7,673,929
Direct Cost of sales	\$2,665,412	\$3,587,781	\$4,476,410
Total Cost of Sales	\$2,665,412	\$3,587,781	\$4,476,410
Gross Margin	\$1,711,186	\$2,493,151	\$3,197,519
Gross Margin %	39.10%	41%	41.67%
<b>Operating Expenses:</b>			
Advedrtising/Promotion	\$190,000	\$250,000	\$300,000
Travel	\$12,000	\$12,000	\$12,000
Bank Charges	\$1,800	\$1,800	\$1,800
Payroll Expense	\$475,745	\$604,038	\$684,018
Payroll Burden	\$95,149	\$120,808	\$136,804
Depreciation	\$0	\$0	\$0
Long Distance Cost	\$156,000	\$200,000	\$250,000
Utilities	\$14,400	\$15,000	\$16,000
Insurance	\$14,400	\$14,400	\$14,400
Rent	\$60,000	\$60,000	\$60,000
Computer Equipment Charges	\$6,000	\$6,000	\$6,000
Software	\$78,000	\$100,000	\$180,000
Internet Cost	\$12,000	\$12,000	\$12,000
Auto Allowance	\$6,000	\$6,000	\$6,000
Tax Partners	\$28,800	\$28,800	\$28,800
Office Supplies	\$6,000	\$6,000	\$6,000
Certification Fees	\$18,000	\$0	\$0
Advertising for Employees	\$1,200	\$1,200	\$1,200
Year End Taxes	\$1,200	\$1,200	\$1,200
Postage	\$94,000	\$130,000	\$180,000
Total Operating Expenses	\$1,270,694	\$1,569,246	\$1,896,222
Profit before Interest / Taxes	\$440,492	\$923,925	\$1,301,297
Interest Expense Short-Term	\$0	\$0	\$0
Interest Expense Long Term	\$0	\$0	\$0
Taxes Incurred	\$57,264	\$120,110	\$169,169
Extraordinary Items	\$0	\$0	\$0
Net Profit	\$383,228	\$803,815	\$1,132,128
Net Profit / Sales	11.42%	7.56%	6.77%

Table 5.1

Table 5.1 Profit and Loss

Appendix

	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	FY2007	FY2008	FY2009
Sales	\$78,971	\$128,634	\$173,436	\$214,724	\$252,985	\$288,761	\$385,026	\$452,717	\$514,409	\$574,654	\$628,297	\$683,984	\$4,376,598	\$6,080,932	\$7,673,929
Direct Cost of sales	\$62,357	\$86,833	\$110,419	\$131,606	\$151,789	\$169,595	\$245,065	\$278,828	\$311,890	\$343,163	\$372,001	\$401,864	\$2,665,412	\$3,587,781	\$4,476,410
Total Cost of Sales	\$62,357	\$86,833	\$110,419	\$131,606	\$151,789	\$169,595	\$245,065	\$278,828	\$311,890	\$343,163	\$372,001	\$401,864	\$2,665,412	\$3,587,781	\$4,476,410
Gross Margin	\$16,614	\$41,800	\$63,017	\$83,117	\$101,196	\$119,165	\$139,961	\$173,890	\$202,519	\$231,491	\$256,297	\$282,120	\$1,711,186	\$2,493,151	\$3,197,519
Gross Margin %	21.04%	32.50%	36.33%	38.71%	40.00%	41.27%	36.35%	38.41%	39.37%	40.28%	40.79%	41.25%	39.10%	41%	41.67%
Operating Expenses:															
Adve drtising/Promotion	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$190,000	\$250,000	\$300,000
Travel	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	\$12,000	\$12,000
Bank Charges	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800	\$1,800	\$1,800
Payroll Expense	\$33,672	\$33,672	\$38,673	\$38,673	\$38,673	\$38,673	\$38,673	\$42,007	\$42,007	\$43,674	\$43,674	\$43,674	\$475,745	\$604,038	\$684,018
Payroll Burden	\$6,734	\$6,734	\$7,735	\$7,735	\$7,735	\$7,735	\$7,735	\$8,401	\$8,401	\$8,735	\$8,735	\$8,735	\$95,149	\$120,808	\$136,804
Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long Distance Cost	\$2,000	\$4,000	\$6,000	\$8,000	\$10,000	\$12,000	\$14,000	\$16,000	\$18,000	\$20,000	\$22,000	\$24,000	\$156,000	\$200,000	\$250,000
Utilities	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$15,000	\$16,000
Insurance	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$14,400	\$14,400
Rent	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	\$60,000	\$60,000
Computer Equipment Charges	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000	\$6,000	\$6,000
Software	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	\$11,000	\$12,000	\$78,000	\$100,000	\$180,000
Internet Cost	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	\$12,000	\$12,000
Auto Allowance	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000	\$6,000	\$6,000
Tax Partners	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$28,800	\$28,800	\$28,800
Office Supplies	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000	\$6,000	\$6,000
Certification Fees	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000	\$0	\$0
Advertising for Employees	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	\$1,200	\$1,200
Year End Taxes	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200	\$1,200	\$1,200
Postage	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$8,000	\$9,000	\$11,000	\$13,000	\$15,000	\$17,000	\$94,000	\$130,000	\$180,000
Total Operating Expenses	\$69,556	\$73,556	\$83,558	\$87,558	\$91,558	\$105,558	\$110,558	\$118,558	\$123,558	\$130,559	\$135,559	\$140,559	\$1,270,694	\$1,569,246	\$1,896,222
Profit before Interest / Taxes	(\$52,942)	(\$31,756)	(\$20,541)	(\$4,441)	\$9,638	\$14,407	\$29,403	\$55,332	\$78,961	\$100,932	\$120,738	\$141,561	\$440,492	\$923,925	\$1,301,297
Interest Expense Short-Term	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense Long Term	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Incurred	(\$6,882)	(\$4,128)	(\$2,670)	(\$577)	\$1,253	\$1,873	\$3,822	\$7,193	\$10,265	\$13,121	\$15,696	\$18,403	\$57,264	\$120,110	\$169,169
Extraordinary Items	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	(\$46,060)	(\$27,628)	(\$17,871)	(\$3,864)	\$8,385	\$12,534	\$25,581	\$48,139	\$68,696	\$87,811	\$105,042	\$123,158	\$383,228	\$803,815	\$1,132,128
Net Profit / Sales	-58.32%	-21.47%	-10.30%	-1.79%	3.31%	4.34%	6.64%	10.63%	13.35%	15.28%	16.71%	18.00%	11.42%	7.56%	6.77%

## 5.2 Projected Cash Flow

Cash flow projections are critical to our success. The annual cash flow figures are included here and the more important detailed monthly numbers are included in the appendices.

Pro Forma Cash Flow	FY2007	FY2008	FY2009
Net Profit	\$383,228	\$803,797	\$1,132,128
Plus:			
Depreciation	0	0	0
Change in Accounts Payable	\$443,458	(\$104,344)	\$104,919
Current Borrowing(repaymnt)	0	0	0
Increase(decrease)other liabilities	0	0	0
Long Term Borrowing(repymnt)	0	0	0
Capital Input	0	0	0
<b>Subtotal</b>	<b>\$826,686</b>	<b>\$699,453</b>	<b>\$1,237,047</b>
Less:	FY2007	FY2008	FY2009
Change in Accounts Receivable	\$68,398	\$26,636	\$24,896
Change in other Short Term assets			
Capital Expenditure			
Dividends			
<b>Subtotal</b>	<b>\$68,398</b>	<b>\$26,636</b>	<b>\$24,896</b>
<b>Net Cash Flow</b>	<b>\$758,288</b>	<b>\$672,817</b>	<b>\$1,212,151</b>
<b>Cash Balance</b>	<b>\$758,288</b>	<b>\$1,431,105</b>	<b>\$2,643,256</b>

Table 5.2 Cash Flow

Appendix

Pro Forma Cash Flow	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	FY2007	FY2008	FY2009
Net Profit	(\$46,060)	(\$27,628)	(\$17,871)	(\$3,864)	\$8,385	\$12,534	\$25,581	\$48,139	\$68,696	\$87,811	\$105,042	\$123,158	\$383,228	\$803,797	\$1,132,128
Plus:															
Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Accounts Payable	\$74,570	\$27,170	\$25,268	\$23,734	\$22,820	\$28,121	\$71,795	\$35,786	\$35,787	\$34,042	\$31,679	\$32,686	\$443,458	(\$104,344)	\$104,919
Current Borrowing(repymnt)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increase(decrease)other liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long Term Borrowing(repymnt)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Input	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$28,510	\$458	\$7,397	\$19,870	\$31,205	\$40,655	\$97,376	\$83,925	\$104,483	\$121,853	\$136,721	\$155,844	\$826,686	\$699,453	\$1,237,047
Less:															
Change in Accounts Receivable	\$7,789	\$4,898	\$4,419	\$4,366	\$3,826	\$3,578	\$9,627	\$6,769	\$6,169	\$6,025	\$5,364	\$5,569	\$68,398	\$26,636	\$24,896
Change in other Short Term assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dividends	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$7,789	\$4,898	\$4,419	\$4,366	\$3,826	\$3,578	\$9,627	\$6,769	\$6,169	\$6,025	\$5,364	\$5,569	\$68,398	\$26,636	\$24,896
Net Cash Flow	\$20,721	\$4,440	\$2,978	\$15,504	\$27,379	\$37,077	\$87,749	\$77,156	\$98,314	\$115,828	\$131,357	\$150,275	\$758,288	\$672,817	\$1,212,151
Cash Balance	\$20,721	\$21,179	\$24,157	\$39,661	\$67,040	\$104,117	\$191,866	\$269,022	\$367,336	\$483,164	\$614,521	\$764,796	\$758,288	\$1,431,105	\$2,643,256

### 5.3 Projected Balance Sheet

The balance sheet in the following table shows managed but sufficient growth of net worth, and a sufficiently healthy financial position. The monthly estimates are included in the appendices.

Assets			
Short Term Assets	FY2007	FY2008	FY2009
Cash	\$743,498	\$1,399,263	\$2,590,883
Accounts Receivable	\$68,398	\$26,636	\$24,896
Other Short Term Assets	0	0	0
Total Short Term Assets	\$811,896	\$1,494,297	\$2,710,813
Long Term Assets			
Capital Assets	\$0	\$0	\$0
Accumulated Depreciation	0	0	0
Total Long Term Assets	0	0	0
Total Assets	\$811,896	\$1,484,297	\$2,710,813
Liabilities and Capital			
	FY2007	FY2008	FY2009
Accounts Payable	\$443,458	\$339,114	\$444,033
Short Term Notes	0	0	0
Other Short Term Liabilities	0	0	0
Subtotal Short Term Liab	\$443,458	\$339,114	\$444,033
Long Term Liabilities	0	0	0
Paid in Capital	\$71,850	\$71,850	\$71,850
Retained Earnings	(\$71,850)	\$296,588	\$1,083,333
Earnings	\$368,438	\$786,745	\$1,111,597
Total Capital	\$368,438	\$1,155,183	\$2,266,780
Total Liabilities and Capital	\$811,896	\$1,494,287	\$2,710,813
Net Worth	\$368,438	\$1,155,183	\$2,266,780

Ratio Analysis

	FY2007	FY2008	FY2009	Industry Profile
Sales Growth	0	138.94%	126.20%	0
<b>Percent of Total Assets</b>				
Accounts Receivable	8.42%	6.36%	4.42%	0
Inventory	0	0	0	0
Other short term assets	0	0	0	100%
Total Short Term Assets	100%	100%	100%	100%
Long Term Assets	0	0	0	0
Total Assets	100%	100%	100%	100%
<b>Other Short Term Liab</b>				
Other Short Term Liab	0%	0%	0%	0%
Subtotal Short term Liab	54.62%	22.69%	16.38%	0
Long Term Liabilities	0	0	0	0%
Total Liabilities	54.62%	22.69%	16.38%	0
Net Worth	45.38%	77.31%	83.62%	100%
<b>Percent of Sales</b>				
Sales	100%	100%	100%	100%
gross margin	39.10%	41%	41.67%	0
Selling, general, admin	30.68%	28.06%	27.18%	0
Advertising	4.34%	4.11%	3.91%	0
Profit before int / taxes	9.68%	14.87%	16.65%	0
<b>Ratios</b>				
Current	1.83	4.41	6.1	0
Quick	1.83	4.41	6.1	0
Total Debt to Total Assets	54.62%	22.69%	16.38%	0
Pre tax return net worth	114.94%	78.28%	56.37%	0
Pre tax return on Assets	52.16%	60.52%	47.13%	0

Table 5.4

# Angie M. Franco

3048 Cobblestone Dr

Pace, FL 32571

850-377-2572

**OBJECTIVE:** To obtain a position in Telecommunications industry that fully utilizes my skills and abilities, is intellectually challenging, and offers the opportunity for continuous professional growth.

## EDUCATION

1994-1995 Brevard Community College

1995-1997 Kennesaw State University

1998-1999 Florida Atlantic University

## EXPERIENCE

2006 – Present Swiftel, LLC

President / Manager

Responsibilities include: organization of new company, acquisition of capitol, and business planning. Duties include shaping company structure to capitalize on current markets and promote expansion as outlined in current business plans; manage and oversee accounting, marketing, and sales departments to ensure efficient and effective use of resources; hold weekly meetings with department heads to strategize and develop new and effective means of gaining market share and increase profitability.

2004-Present Century 21 Spectrum

Realtor

Obtained a License in the state of Florida as an associate. Worked to obtain sales and listings of residential homes in Central Florida. Recognized as a member in Good Standing in Melbourne Association of realtors and Pensacola Association as well as National Association of Realtors. I have completed several continuing education courses, seminars and ethics classes over this time.

2002-Present Totty Construction, Inc.

Contracts Manager

Responsible for the management and administration of all Subcontractor contracts, payment, billing, AIA documents, lien waivers, insurance certificates/verification and all aspects of commercial construction account management. Worked in partnership with Project Managers during construction and bid process. Also responsible for company overhead and administration of front office.

2000-2002 Doug Hambel's Plumbing Inc.

Bookkeeper

Responsibilities included accounts payable, accounts receivable, payroll, new construction and service billing. Overseeing all administrative aspects of inner office for the company.

## REFERENCES

Available Upon Request

*LENNY SOLT*  
*3313 Russett Place*  
*Land O' Lakes, FL 34639*  
*(813) 949-3468 (813) 388-3157*

**PROFILE**

I am a highly effective Sales / Sales Manager and Entrepreneur minded individual with solid leadership and performance skills. I have been successful in the sales/marketing of products through distributor partnerships, trade shows and direct selling. I have developed systems and procedures to track all aspects of purchasing, scheduling, payroll, and profitability within a small business. I have a proven track record of significantly increasing sales and profits by developing territories as well as training and motivating sales teams. I am an expert at encouraging and maintaining a team-oriented environment to ensure overall sales production.

**OBJECTIVE**

Looking for a company with the desire and vision to grow and allow creativity. I am an accomplished salesperson with excellent sales management skills and a clear understanding of the entire sales process. I bring customer service skills, entrepreneurial creativity and the ability to ask for the order. I am coach-able and have a strong desire for success.

**QUALIFICATIONS/ACCOMPLISHMENTS:**

***LEADERSHIP***

- Directed the national sales efforts that contribute to increasing sales volume 66% within two years.
- Strong leadership and management of an existing territory led to 250% increase in sales from previous year.
- Established sales and marketing procedures that significantly impacted product/company visibility and profitability as well as controlled costs.

***SALES/MARKETING***

- Expand product visibility and sales through distributor partnerships.
- Coordinated efforts with divisional and regional managers in the structuring of the West Coast sales organization. Generated substantial sales increase and developed top sales producers.
- Led sales team in penetrating new territories and increasing product sales throughout the Mid-Atlantic by 200%.

***TRAINING AND DEVELOPMENT***

- Designed and conducted business development and sales training seminars to maximize sales representatives' professional growth and sales/marketing effectiveness.
- Responsible for recruiting, training/developing and motivating five sales representatives who achieved "Rookie of the Year" status as well as sales representative who established a new record for "National Rookie of the Year."
- Contributed to the training, development and grooming of sales representative promoted to key management positions and achieved "Million Dollar Manager" and "Division Director of the Year."



## **PROFESSIONAL EXPERIENCE**

### ***Image Painting of Florida, INC., Tampa, Florida***

2004 - Present

Principle / Operator

Coordinated and managed company's commercial and residential painting projects. This included relationship building, sales/marketing, customer service, human resources and administrative activities. Created and developed relationships with a retail/service operation and national home builders that resulted in annual sales in excess of \$1,000,000 within the first 12 months of business with projected growth of 20% per year.

### ***HEALTH CRAFT, INC., Tampa, Florida***

1991 - Present

National Sales Director  
Regional Sales Manager  
Division Director  
Field Trainer  
Sales Representative

Manage the planning and implementation of a multi-million dollar annual operating budget —this included expenses involving sales recruitment, promotions and advertisement. Introduce and maximize product visibility and sales through territory development/expansion, distributor partnerships and industry trade shows. Participated in the planning and development of marketing strategies and procedures implemented nationally by company as member of Sales Advisory Board. Manage the recruiting, training and developing of sales teams (managers included) with focus on maximum sales performance. "Million Dollar Manager," second in company's history to achieve status. Excellent record of fast track growth based on significant sales and training contributions.

### ***L. I. S. SERVICES, Annapolis, Maryland***

1987 - 1991

Owner / Operator

Coordinated and managed company's construction and renovation projects. This included relationship building, sales/marketing, customer service, human resources and administrative activities. Created a partnership with a retail/service operation that resulted in annual sales increasing 100% within two years.

**EDUCATION**

ANNE ARUNDEL COMMUNITY COLLEGE  
UNIVERSITY OF PHOENIX  
Concentration: Business

**CONTINUING EDUCATION**

Peter Lowe, Sales and Personal Development  
Tom Hopkins, Sales and Relationship Building  
Management and Sales Motivation (two months training)

**COMPUTER SKILLS**

IBM/Compatible, Microsoft Access, Word, Excel, PowerPoint

**AWARDS**

Multi/Million Dollar Manager (Led team to exceed \$1 million annually in sales)  
2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993

President's Club - Personal Sales Only (Achieved/exceeded sales quota)  
2002, 2001, 2000, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991

President's Cup - Personal Sales Only (Achieved percentage of quota, set company record) 2001,  
2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992

Field Trainer of the Year - 1993, 1992

Recruiter of the Year - 1992

Rookie Salesman of the Year - 1991

**\*\* References available upon request**