



BellSouth Telecommunications, Inc.
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Tallahassee, Florida 32301

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Jerry D. Hendrix
Vice President
Regulatory Relations

Phone: (850) 577-5550
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November 1, 2006

Mrs. Blanca S. Bayo
Director, Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

060709-TP

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and Budget Phone, Inc. by Eagle Telecommunications, Inc..

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Eagle Telecommunications, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and Budget Phone, Inc., which was filed with this Commission on October 10, 2005 in Docket No. 050774-TP

Eagle Telecommunications, Inc. is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and Eagle Telecommunications, Inc., for your records.

If you have any questions please do not hesitate to contact Robyn Holland at (850) 577-5551.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

10144 NOV-28

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Eagle Telecommunications, Inc.

Eagle Telecommunications, Inc. Adoption of Budget Phone	2
Adoption Papers	3
Signature Page	6

By and Between
BellSouth Telecommunications, Inc.
And
Eagle Telecommunications, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Eagle Telecommunications, Inc. ("EagleTel"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, EagleTel has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Budget Phone Inc. dated September 17, 2005 for the state of Florida. The rates, terms and conditions for the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee are **not** effective.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, EagleTel and BellSouth hereby agree as follows:

1. EagleTel and BellSouth shall adopt in its entirety the Budget Phone, Inc. Interconnection Agreement dated September 17, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Budget Phone, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	2
Table of Contents	2
General Terms and Conditions	20
Attachment 1	33
Attachment 2	221
Attachment 3	50
Attachment 4	145
Attachment 5	6
Attachment 6	9

Attachment 7	28
Attachment 8	2
Attachment 9	214
Attachment 10	9
Attachment 11	7
Amendment dated 03/31/06	19
TOTAL	770

2. In the event that EagleTel consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of EagleTel under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the Budget Phone Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Budget Phone Inc. Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. EagleTel shall accept and incorporate any amendments to the Budget Phone, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Eagle Telecommunications, Inc.

Mike Ray
President
1800 Second Street Suite 708
Sarasota, FL 34236
e-mail: mike@eagletel.us

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 10/10/06

Eagle Telecommunications, Inc.

By: R. Michael Ray

Name: R. MICHAEL RAY

Title: PRESIDENT

Date: 10 02 06