

BellSouth Telecommunications, Inc. 150 South Monroe Street Suite 400 Tallahassee, Florida 32301 Jerry D. Hendrix Vice President Regulatory Relations

Jerry.Hendrix@bellsouth.com

Phone: (850) 577-5550 Fax (850) 224-5073

January 24, 2007

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

070078-TP

Re: Notice of the Adoption of interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and KMC Data LLC by Allpage Communications d/b/a Callis Communications, Inc..

Dear Mrs. Bayó:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Allpage Communications d/b/a Callis Communications, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and KMC Data LLC, which was filed with this Commission on July 7, 2005 in Docket No. 050466-TP.

Allpage Communications d/b/a Callis Communications, 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 Allpage Communications d/b/a Callis Communications, Inc., for your records.

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

Very truly yours,

DOCUMENT NUMBER - DATE

00787 JAN 25 5

## **BELLSOUTH**\*/CLEC Agreement

## Customer Name: Allpage Communications d/b/a Callis Communications

Allpage Communications dba Callis Communications Adoption of KMC	2
Adoption Papers	3
Signature Page	6
Callis Communications, Inc. Name Change Amendment	7

## By and Between

**BellSouth Telecommunications, Inc.** 

### And

Callis Communications, Inc. and Allpage Communications d/b/a Callis Communications

#### **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 Callis Communications, Inc. and Allpage Communications d/b/a Callis Communications ("Callis Communications"), an Alabama 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, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Callis Communications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and CenturyTel Acquisition, LLC dba KMC Telecom III LLC dated June 30, 2005, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. Callis Communications and BellSouth shall adopt in its entirety the CenturyTel Acquisition, LLC dba KMC Telecom III LLC Interconnection Agreement dated June 30, 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 CenturyTel Acquisition, LLC dba KMC Telecom III LLC 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	1
Table of Contents	1
General Terms and Conditions	27
Attachment 1	35
Attachment 2	335

Attachment 3	80
Attachment 4	111
Attachment 5	5
Attachment 6	20
Attachment 7	35
Attachment 8	2
Attachment 9	2
Attachment 10	8
Attachment 11	7
TOTAL	672

- 2. In the event that Callis Communications 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 Callis Communications 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 the General Terms and Conditions, section 3 of the CenturyTel Acquisition, LLC dba KMC Telecom III LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to the General Terms and Conditions, section 3.4 of the CenturyTel Acquisition, LLC dba KMC Telecom III LLC Interconnection Agreement, the effective date shall be June 30, 2005.
- 4. Callis Communications shall accept and incorporate any amendments to the CenturyTel Acquisition, LLC dba KMC Telecom III LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
- 5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager 600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor Birmingham, Alabama 35203

and

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

Callis Communications, Inc. and Allpage Communications d/b/a Callis Communications

Jerry Cherne, Director 720 Oak Circle Drive East Mobile, Alabama 36609 Jerry.cherne@mycallis.com

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.	Callis Communications, Inc. and Allpage Communications d/b/a Callis
By: Milia & Shore	Communications  By: Lean A. Communications
Name: Kristen E. Shore	Name: DEAN N. PAIKES In
Traine. Tracer 2. One	
Title: Director	Title: (FO
Date: 10/35/05	Date: 70 QcT 2005

#### Amendment to the Interconnection Agreement Between

# Callis Communications, Inc. and Allpage Communications d/b/a Callis Communications and BellSouth Telecommunications, Inc. Dated November 24, 2005

This Amendment is entered into by and between Callis Communications, Inc. and Allpage Communications d/b/a Callis Communications (Callis Communications) and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated November 24, 2005 ("Interconnection Agreement") to be effective as of the date of the last signature to the amendment.

WHEREAS, Callis Communications has changed the name of said business to Callis Communications and Callis Communications, Inc., a(n) Alabama corporation.

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

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

- 1. The name of Callis Communications, Inc. and Allpage Communications d/b/a Callis Communications (Callis Communications) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Callis Communications and Callis Communications, Inc.
- 2. All of the other provisions of the Interconnection Agreement, dated November 24, 2005, shall remain in full force and effect.
- 3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

### General Terms and Conditions Signature Page

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

BellSouth Telecommunications, Inc.	Callis Communications and Callis Communications, Inc.
By: Mista 1. Shore	By: Dean X. Kally
Name: Kristen E. Shore	Name: DEAN N ARKER JR
Title: Director	Title: CFO
Date: /2/15/05	Date: 12/12