



AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

T: 850.577.5555  
F: 850.222.8640  
www.att.com

June 24, 2008

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

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and KMC Data, LLC by Peerless Network of Florida, LLC.

Dear Mrs. Cole:

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

Peerless Network of Florida, LLC 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 d/b/a AT&T Florida d/b/a AT&T Southeast and Peerless Network of Florida, LLC, for your records.

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

Very truly yours,

Jerry D. Hendrix  
Regulatory Vice President



at&t

WHOLESALE AGREEMENT

**Customer Name: Peerless Network of FL, LLC & Peerless Network of GA, LLC**

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**CLEC Agreement with:**

**Peerless Network of FL, LLC & Peerless Network of  
GA, LLC**

## 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 Peerless Network of Florida, LLC a Florida Limited Liability Company and Peerless Network of Georgia, LLC a Georgia Limited Liability Company collectively referred to as (Peerless) and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), 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**, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the KMC Data, LLC for the states of Florida and Georgia;

**WHEREAS**, Peerless has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and KMC Data, LLC dated June 30, 2005 for the state(s) of Florida and Georgia. The rates, terms and conditions for the states of Alabama, Kentucky, Louisiana, Mississippi, South Carolina, North Carolina and Tennessee are **not** effective.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Peerless and AT&T hereby agree as follows:

1. Peerless and AT&T shall adopt in its entirety the KMC Data, 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 KMC Data, 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:

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Table of Contents	1
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Exhibit 1 Cover Page	1
KMC Data, LLC Interconnection Agreement	679
Amendment dated 12/14/05	65
Amendment dated 03/31/06	19

TOTAL	770
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2. In the event that Peerless 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 Peerless 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 KMC Data, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the KMC Data, LLC Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Peerless shall accept and incorporate any amendments to the KMC Data, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. 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:

**AT&T**

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

and

Business Markets Attorney  
Suite 4300  
675 W. Peachtree St.

Atlanta, GA 30375

Peerless Network of Florida, LLC  
Peerless Network of Georgia, LLC

Scott Kell  
225 W. Washington St.  
Suite 1285  
Chicago, IL 60606  
312-282-9323 Phone  
312-896-1470 Fax  
[skell@peerlessnetwork.com](mailto:skell@peerlessnetwork.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.  
d/b/a AT&T Alabama, AT&T Florida,  
AT&T Georgia, AT&T Kentucky, AT&T  
Louisiana, AT&T Mississippi, AT&T  
North Carolina, AT&T South Carolina  
and AT&T Tennessee

Peerless Network of Florida, LLC  
Peerless Network of Georgia, LLC

By: Kristen E. Shore

By: Scott Kell

Name: Kristen E. Shore

Name: Scott Kell

Title: Director

Title: VVP Operations & Engineering

Date: 10/12/07

Date: 10/11/07

FACILITIES-BASED OCN # Pending  
GA=PKH  
ACNA FL=PKZ

**EXHIBIT 1**

**Peerless Network of Florida, LLC  
Peerless Network of Georgia, LLC**

**Adoption of  
KMC Data, LLC.**