



Florida Regulatory Relations  
150 S. Monroe St., Suite 400  
Tallahassee, FL 32301

T: 850-577-5550  
F: 850-577-5536  
www.att.com

February 11, 2009

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 and three amendments between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and KMC Telecom III, LLC by Callis Communications, Inc.

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 Callis Communications, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications and three amendments 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 Telecom III, LLC, which was filed with this Commission on July 7, 2005 in Docket No. 050465-TP.

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 and amendments between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Callis Communications, Inc., 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



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

Callis Communications and Callis Communications, Inc. (fka Allpage Communications dba Callis Communications Adoption of KMC) Adoption Papers	2
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Callis Communications, Inc. Extension Amendment	7
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**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.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 10/25/05

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

By: Dean N. Parker, Jr.

Name: Dean N. Parker, Jr.

Title: CEO

Date: 20 OCT 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.

9/15/02



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

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 12/15/05

**Callis Communications and Callis  
Communications, Inc.**

By: Dean N. Parker, Jr.

Name: DEAN N. PARKER, JR.

Title: CEO

Date: 12/12

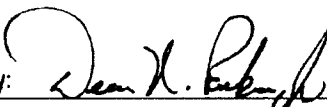
**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,  
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,  
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE  
AND  
CALLIS COMMUNICATIONS, INC.**

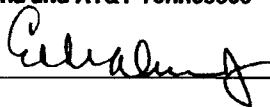
The Interconnection Agreement dated November 24, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Callis Communications, Inc. ("Callis Communications") ("Agreement") effective in the state(s) of Alabama, Florida and Mississippi is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
  - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 30, 2008 until December 30, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Callis Communications, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Agreement is also amended as follows to reflect prior changes of law, and Callis Communications acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

Callis Communications, Inc.

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee

By:   
Name: Dean N. Parker Jr.  
(Print or Type)  
Title: CEO  
(Print or Type)  
Date: 12-11-08

By:   
Name: Eddie A. Reed, Jr.  
Title: Director-Interconnection Agreements  
Date: 12-17-08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>736D</u>	<u>LPE</u>	MISSISSIPPI	<u>606E</u>	<u>LPE</u>
FLORIDA	<u>838E</u>	<u>LPE</u>	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

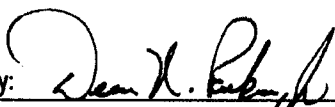
**AMENDMENT TO  
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BETWEEN  
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d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,  
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,  
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE  
AND  
CALLIS COMMUNICATIONS, INC.**

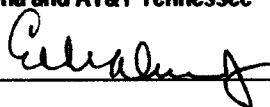
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Callis Communications, Inc.

BellSouth Telecommunications, Inc. d/b/a  
 AT&T Alabama, AT&T Florida, AT&T Georgia,  
 AT&T Kentucky, AT&T Louisiana, AT&T  
 Mississippi, AT&T North Carolina, AT&T South  
 Carolina and AT&T Tennessee

By:   
 Name: Dean N. Parker Jr.  
 (Print or Type)  
 Title: CEO  
 (Print or Type)  
 Date: 12-11-08

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 Name: Eddie A. Reed, Jr.  
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KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			