

BELLSOUTH® / CLEC Agreement

Customer Name: Communication Lines, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
Communication Lines, 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 Communication Lines, Inc. ("Communication Lines"), a Foreign Profit 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, Communication Lines has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Budget Phones, Inc dated September 17, 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, Communication Lines and BellSouth hereby agree as follows:

1. Communication Lines 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	4
Title Page	1
Exhibit 1 Cover Page	1
Budget Phone, Inc Interconnection Agreement	748
Amendment dated 03/31/06	19
TOTAL	773

2. In the event that Communication Lines 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 Communication Lines 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. Communication Lines 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

Communication Lines, Inc.

Stan Efferding
3800A Bridgeport, #158
University Place, WA 98466
253-830-6890 Phone
253-584-7766 Fax
communicationslines@hotmail.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: 3/14/07

Communication Lines, Inc.

By: Stan Efferding

Name: Stan Efferding

Title: Vice President

Date: 3/6/07

EXHIBIT 1

**Communications Lines, Inc.
Adoption of Budget Phone, Inc.**