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April 25, 2012

Mr. Walter L. Thomas, Jr. Secretary  
Alabama Public Service Commission  
RSA Union Building – 8<sup>th</sup> Floor  
100 N. Union Street  
Montgomery, AL 36104

**Re: Approval of the Interconnection Agreement\* Negotiated by BellSouth Telecommunications, LLC, d/b/a AT&T Alabama (“AT&T Alabama”) and Affordable Phone Services, Inc., Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”)**

**Agreement Effective Date: 30 Days Following Last Signature**  
**Expiration Date of Agreement: December 1, 2012**  
**CLEC Certification No.: 29330**

Dear Mr. Thomas:

Pursuant to Section 252(e) of the Act, AT&T Alabama and **Affordable Phone Services, Inc.**, are submitting to the Alabama Public Service Commission (“Commission”), an agreement for the interconnection of their networks and the unbundling of specific network elements offered by AT&T Alabama. The agreement was negotiated pursuant to Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T Alabama and **Affordable Phone Services, Inc.**, within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Sincerely yours,

Francis B. Semmes  
General Attorney – AT&T Alabama

FBS/mhs  
Attachment

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\* Affordable Phone Services, Inc., wishes to adopt in its entirety, the interconnection agreement and all amendments submitted as of the date of the agreement, of BellSouth Telecommunications, LLC d/b/a AT&T Alabama and tw telecom of alabama, llc. Dated: November 2, 2007; Filed: November 16, 2007; Approved: December 4, 2007, under Docket No. U-4865.

## MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Affordable Phone Services, Inc. ("CLEC"), a Florida Corporation on behalf of itself, and BellSouth Telecommunications, LLC 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"), (previously known as 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) 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**, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and tw telecom of alabama, llc dated November 2, 2007 for the State(s) of Alabama ("Interconnection Agreement").

**WHEREAS**, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State(s) of Alabama;

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

1. **AT&T-9STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated November 2, 2007 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM
Adoption Papers
Signature Page
Exhibit 1 Cover Page
tw telecom of alabama, llc Agreement
Rights of Way (ROW) Amendment – Effective January 21, 2008
Name Change Amendment Amendment – Effective August 4, 2008
Notice Changes and OSS Update Amendment Amendment – Effective January 26, 2010
BellSouth Telecommunications Name Change Amendment – Effective September 17, 2011

3. In the event that CLEC consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC under this MFN Agreement.
4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be December 1, 2012.
5. CLEC shall accept and incorporate any approved amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. 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 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.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management  
ATTN: Notices Manager  
311 S. Akard, 9<sup>th</sup> Floor  
Dallas, TX 75202-5398  
Facsimile Number: 214-464-2006

With a Copy To:

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

To CLEC:

Tina C. Allen  
Senior Compliance Manager  
4395 SE 95<sup>th</sup> Street  
Ocala, FL 34480  
Facsimile Number: 352-422-2161

With a Copy To:

John Heitmann  
Kelley Drye & Warren LLP  
3050 K Street, NW  
Suite 400  
Washington, DC 20007  
Facsimile Number: 202-342-8451

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 MFN 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.

Affordable Phone Services, Inc.

BellSouth Telecommunications, LLC 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 AT&T  
 Services, Inc., its authorized agent

By: *Joel Leonard*

By: *Pat Doherty*

Name: Joel Leonard

Name: Patrick Doherty

Title: President

Title: Director - Regulatory

Date: 4/13/12

Date: 4-23-12

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	0820	---	930F

Description	ACNA Code(s)
ACNA(s)	FPV

**EXHIBIT 1**