at&t

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October 18, 2011

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

Re: Approval of the Interconnection Agreement* Negotiated by BellSouth Telecommunications, Inc., d/b/a AT&T Alabama ("AT&T Alabama") and Business Telecom, Inc., Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act")

Agreement Effective Date:	**10 Days Following Commission Approval**
Expiration Date of Agreement:	**December 1, 2012**
CLEC Certification No.:	**26340**

Dear Mr. Thomas:

Pursuant to Section 252(e) of the Act, AT&T Alabama and **Business Telecom, 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 **Business Telecom, 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

FBS/mhs
Attachment

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* Business Telecom, Inc., wishes to adopt in its entirety, the interconnection agreement and all amendments thereto negotiated between BellSouth Telecommunications, LLC d/b/a AT&T Alabama and tw telecom of Alabama; Dated: November 2, 2007; Filed: November 16, 2007; and Approved: December 4, 2007.

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 Business Telecom, Inc. ("CLEC"), a North Carolina 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 referred to as BellSouth Telecommunications, Inc., d/b/a AT&T Alabama (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, 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 – Effective August 4, 2008
Notices Change and OSS Update 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, 9th 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:

Vice President of Regulatory Policy
5 Wall Street
Burlington, MA 01803
(781) 362-1312

With a Copy To:

Regulatory Affairs Counsel
5 Wall Street
Burlington, MA 01803
(781) 362-1313

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.

Business Telecom, Inc.

By: Pamela L. Hintz

Name: Pamela L. Hintz

Title: Vice President, Reg. Policy

Date: 10-05-2011

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: Patrick Doherty

Name: Patrick Doherty

Title: Director - Regulatory

Date: 10-10-11

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7796	7795	7795

Description	ACNA Code(s)
ACNA(s)	BTM

EXHIBIT 1