



BellSouth Telecommunications, Inc.
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Tallahassee, Florida 32301

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Jerry D. Hendrix
Vice President
Regulatory Relations

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July 27, 2006

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

060523-TP

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, LLC dba AT&T by Birch Telecom of the South, Inc. dba Birch Telecom and dba Birch.

Dear Mrs. Bayo:


BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Birch Telecom of the South, Inc. dba Birch Telecom and dba Birch of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and AT&T Communications of the Southern States, LLC dba AT&T, which was filed with this Commission on March 31, 2006 in Docket No. 060304-TP.

Birch Telecom of the South, Inc. dba Birch Telecom and dba Birch 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. and Birch Telecom of the South, Inc. dba Birch Telecom and dba Birch, for your records.

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

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

06719 JUL 28 06

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Birch Telecom of the South, Inc.

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By and Between

BellSouth Telecommunications, Inc.

And

**Birch Telecom of the South, Inc. d/b/a Birch Telecom
and d/b/a Birch**

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 Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch ("Birch"), a Delaware 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, Birch has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, LLC d/b/a AT&T dated March 14, 2006 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Birch and BellSouth hereby agree as follows:

1. Birch and BellSouth shall adopt in its entirety the AT&T Communications of the Southern States, LLC d/b/a AT&T Interconnection Agreement dated March 14, 2006 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 AT&T Communications of the Southern States, LLC d/b/a AT&T 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	5
Exhibit 1 Cover Page	1
AT&T Communications of the Southern States, LLC d/b/a AT&T Interconnection Agreement	398
Amendment dated 04/05/06	4
Amendment dated 04/20/06	13
TOTAL	421

2. In the event that Birch 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 Birch under this Agreement.

March 2006

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 AT&T Communications of the Southern States, LLC d/b/a AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the AT&T Communications of the Southern States, LLC d/b/a AT&T Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Birch shall accept and incorporate any amendments to the AT&T Communications of the Southern States, LLC d/b/a AT&T 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

Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch

Chris Bunce
Assistant General Counsel
2300 Main Street, Suite 600
Kansas City, Missouri 64108-2415
e-mail: CBunce@birch.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: 6/12/06

Birch Telecom of the South, Inc.

By: John Ivanuska

Name: John Ivanuska

Title: Vice President - Carrier Relations

Date: 6/9/06

Exhibit 1

AT&T Communications of the Southern States, LLC d/b/a AT&T
Interconnection Agreement