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March 18, 2009

Mrs. Ann Cole  
Director, Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

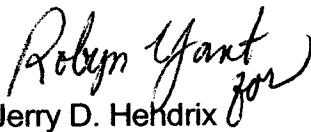
Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement  
between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast  
and General Computer Services, Inc. d/b/a BeCruising Telecom

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of the  
Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth  
Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and General  
Computer Services, Inc. d/b/a BeCruising Telecom.

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: CoreTel Florida, Inc. d/b/a CoreTel***

CoreTel Florida Adoption of MCImetro FL	2
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**CLEC Agreement with:**  
**CoreTel Florida, Inc. d/b/a CoreTel**

## MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission(s) and shall become effective ten (10) days after approval by such Commission(s) ("MFN Effective Date"), is entered into by and between CoreTel Florida, Inc. d/b/a CoreTel ("CoreTel Florida"), a Florida Corporation on behalf of itself, and 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"), 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**, CoreTel Florida has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and MCImetro Access Transmission Services, L.L.C. dated November 5, 2006 or the State of Florida ("Interconnection Agreement").

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

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this MFN Agreement, CoreTel Florida 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. CoreTel Florida and AT&T shall adopt in its entirety the Interconnection Agreement 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 agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents	1
Title Page	1
Adoption Papers	2
Signature Page	1
Exhibit 1 Cover Page	1
MCImetro Access Transmission, L.L.C. Agreement (Florida)	496
Retro Amendment FL 2008, MCImetro Access Transmission Services, L.L.C. – Effective (7/31/2008)	5
TOTAL	507

3. The term of this Agreement shall be from the MFN 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 Agreement, the expiration date shall be November 4, 2009.

4. 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.

5. 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, or email if an email address is listed below, addressed 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

and

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

**CoreTel Florida, Inc. d/b/a CoreTel**

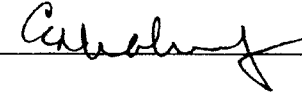
Chris Van de Verg  
General Counsel  
209 West St., Suite 302  
Annapolis, MD 22401  
Phone: (410) 216-9865  
Fax: (410) 216-9867  
chris@coretel.net

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.

CoreTel Florida, Inc. d/b/a CoreTel

BellSouth Telecommunications, Inc. d/b/a  
AT&T Florida by AT&T Operations, Inc., its  
authorized agent

By: 

By: 

Name: Christopher Vandenberg

Name: Eddie A. Reed, Jr.

Title: General Counsel

Title: Director-Interconnection Agreements

Date: March 11, 2009

Date: 3-13-09

**OCN**

FLORIDA

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ACNA

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**EXHIBIT 1**