

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 Qwest Communications Company, LLC and Qwest Communications Company, LLC of Delaware (“CLEC”), a Delaware limited liability company 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, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Level 3 Communications, L.L.C. dated May 24, 2004 for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina (“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 States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina;

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 May 24, 2004 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
Level 3 Communications, L.L.C. Agreement
Amendment – Bill & Keep Effective 06/23/2004
Amendment – LNP – Effective 9/3/2004
Amendment – VoIP – Effective 3/14/2005
Amendment – FL COL – Effective 3/11/2006
Amendment – AL COL – Effective 3/11/2006
Amendment – SC COL – Effective 3/11/2006
Amendment – NC COL – Effective 3/11/2006
Amendment – GA UNE Remand – Effective 3/31/2006
Amendment – GA COL – Effective 3/11/2006
Amendment – LA COL – Effective 3/11/2006
Amendment – MS COL – Effective 3/11/2006
Amendment – GA 271 – Effective 1/3/2008
Amendment – KY COL – Effective 3/11/2006
Amendment – Extend Term Date – Effective 4/23/2008
Amendment – TN COL – Effective 3/11/2006
Amendment – Remove ISP Growth Cap – Effective 4/24/2009

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 February 26, 2010.
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:

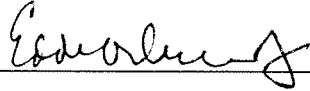
Charles Lahey
4650 Lakehurst Court, Room 2N176
Dublin, OH 43016
Facsimile Number: 303-391-2275

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.

Qwest Communications Company, LLC and
Qwest Communications Company, LLC of
Delaware

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 and AT&T
South Carolina, by AT&T Operations, Inc., its
authorized agent

By: 

By: 

Name: Sarah Nicholls

Name: EDDIE A. REED JR

Title: Director

Title: Director-Interconnection Agreements

Date: 11-22-10

Date: 11-29-10

EXHIBIT 1