



at&t

WHOLESALE AGREEMENT

Customer Name: Budget Prepay, Inc.

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CLEC Agreement with:
Budget Prepay, Inc.

AGREEMENT

This Agreement, which shall be filed with and is subject to approval by the State Commission and shall become effective thirty (30) days following the last signature executing the agreement ("Effective Date"), is entered into by and between Budget Prepay, Inc. ("Budget Prepay"), a Louisiana 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, Budget Prepay has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and Level 3 Communications, LLC dated June 23, 2004 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee ("AT&T/Level 3 Communications Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, Budget Prepay has adopted the AT&T/Level 3 Communications Agreement for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee ("the MFN Agreement") ("the Separate Agreement").

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Budget Prepay 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. Budget Prepay and AT&T shall adopt in its entirety the AT&T/Level 3 Communications Agreement 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/Level 3 Communications 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	4
Exhibit 1 Title Page	1
AT&T/Level 3 Communications Agreement	841
Amendment – Interconnection Rates – Dated 07/14/04	11
Amendment – LNP – Dated 09/03/04	2
Amendment – VoIP – Dated 03/14/05	2
Amendment – FL COL – Dated 06/19/06	47
Amendment – AL COL – Dated 03/11/06	48
Amendment – SC COL – Dated 03/11/06	52

Amendment – NC COL – Dated 12/14/06	55
Amendment – GA UNE Rate Remand – Dated 01/11/07	19
Amendment – GA COL – Dated 12/14/06	38
Amendment – LA COL – Dated 04/24/07	35
Amendment – MS COL – Dated 04/24/07	46
Amendment – GA 271 – Dated 03/05/08	4
Amendment – KY COL – Dated 04/23/08	25
Amendment – Extension – Dated 04/23/08	2
Amendment – TN COL – Dated 07/07/08	24
TOTAL	1256

3. In the event that Budget Prepay 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 Budget Prepay under this Agreement.

4. The term of this 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 AT&T/Level 3 Interconnection Agreement. For the purposes of determining the expiration date of this Agreement, the expiration date shall be February 26, 2010.

5. Budget Prepay shall accept and incorporate any amendments to the AT&T/Level 3 Communications 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 (including intervening law rights asserted by either Party via written notice as to the Separate 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 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, 9th Floor
Dallas, TX 75202-5398

and

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


Budget Prepay, Inc.


Jody Craft
Director of Operations
1325 Barksdale Boulevard, Suite 300
Bossier City, LA 71111
Telephone: 318-671-5702
Facsimile: 319-908-9080
Email: jodyc@budgetprepay.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.

Budget Prepay, Inc.

**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**

By: 
 Name: Jody W. Craft
 Title: Director of Operations
 Date: 2 Oct 08

By: 
 Name: Kristen E. Shore
 Title: Director
 Date: 10/16/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>105A</u>	<u>BGP</u>	MISSISSIPPI	<u>8810</u>	<u>BGP</u>
FLORIDA	<u>230B</u>	<u>BGP</u>	NORTH CAROLINA	<u>854A</u>	<u>BGP</u>
GEORGIA	<u>268B</u>	<u>BGP</u>	SOUTH CAROLINA	<u>852A</u>	<u>BGP</u>
KENTUCKY	<u>8893</u>	<u>BGP</u>	TENNESSEE	<u>8894</u>	<u>BGP</u>
LOUISIANA	<u>213D</u>	<u>BGP</u>			

EXHIBIT 1