



at&t

WHOLESALE AGREEMENT

***Customer Name: CoreTel Kentucky, Inc.***

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**CLEC Agreement with:**

**CoreTel Kentucky, Inc.**

## 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 Kentucky, Inc. (“CoreTel Kentucky”), a Kentucky 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 Kentucky 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 for the State of Kentucky (“Interconnection Agreement”).

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

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this MFN Agreement, CoreTel Kentucky 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 Kentucky 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 Services, L.L.C. Agreement (Kentucky)	496
Retro Amendment KY 2008 – 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

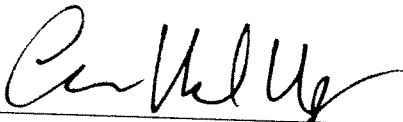
Business Markets Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**CoreTel Kentucky, Inc.**

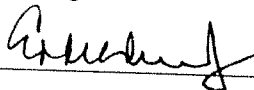
Chris Van de Verg  
General Counsel  
209 West St., Suite 302  
Annapolis, MD 22401  
Phone: (410) 216-9865  
Fax: (410) 216-9867  
chris@coretel.net

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 Kentucky, Inc.

By:   
Name: Chris Van de Verg  
Title: General Counsel  
Date: 3/9/09

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

By:   
Name: Eddie A. Reed, Jr.  
Title: Director-Interconnection Agreements  
Date: 3-12-09

OCN

KENTUCKY

ACNA

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## EXHIBIT 1