



at&t

WHOLESALE AGREEMENT

Customer Name: Infotelecom, LLC

Infotelecom, LLC (FL, GA, KY, NC) adoption Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc.	2
Adoption_Papers	3
Signature Page	5
Exhibit 1	6

CLEC Agreement with:

Infotelecom, LLC

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 Infotelecom, LLC ("Infotelecom"), a Delaware limited liability company on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky and AT&T North Carolina, ("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, Infotelecom has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. dated October 20, 2006 for the State(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee ("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 State(s) of Florida, Georgia, Kentucky and North Carolina;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, Infotelecom 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. Infotelecom and AT&T shall adopt in its entirety the Interconnection Agreement dated October 20, 2006 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	NO. PAGES
Table of Contents	1
Title Page	1
Adoption Papers	2
Signature Page	1
Exhibit 1 Cover Page	1
Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. Agreement	432
TOTAL	438

3. In the event that Infotelecom 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 Infotelecom 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 November 18, 2011.
5. Infotelecom 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 Infotelecom, LLC:

Alex Ponnath
Vice President of Local Network Operations
1228 Euclid Avenue
Suite 390
Cleveland, OH 44115
216-373-4699

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.

Infotelecom, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, AT&T Georgia, AT&T Kentucky
and AT&T North Carolina, by AT&T
Operations, Inc., its authorized agent

By: 

By: 

Name: Alex Ponnagall

Name: Eddie A. Reed, Jr.

Title: VP of Local Network Operations

Title: Director-Interconnection Agreements

Date: 06/10/2009

Date: 6-23-09

	<u>RESALE OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
FLORIDA	_____	_____	_____
GEORGIA	_____	_____	_____
KENTUCKY	_____	_____	_____
NORTH CAROLINA	_____	_____	_____
ACNA	_____		

EXHIBIT 1