

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri"), and Budget PrePay, Inc. d/b/a Budget Phone ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

**WHEREAS**, pursuant to Section 252(i) of the Act, Budget PrePay, Inc. d/b/a budget Phone ("CLEC") has requested to adopt the Interconnection Agreement by and between AT&T Missouri and the separate CLEC designated in Section 2.4 below for the State of Missouri, which was previously approved by the Missouri Public Service Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Missouri hereby agree as follows:

**1. Incorporation of Recitals and Separate Agreement by Reference**

The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.

Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

**2. Modifications to Separate Agreement**

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is filed with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on April 29, 2011.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

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<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Jody Craft Director of Operations
STREET ADDRESS	1325 Barksdale Blvd.
ROOM OR SUITE	Suite 200
CITY, STATE, ZIP CODE	Bossier City, LA 71111
E-MAIL ADDRESS	jodyc@budgetprepay.com
FACSIMILE NUMBER	(318) 908-9080

2.4 For purposes of its MFN Agreement, CLEC hereby adopts the Separate Agreement between AT&T Missouri and Cbeyond Communications, LLC ("Separate Agreement"), which was previously approved by the Commission in Case No. TO-2006-0044.

2.5 Intercarrier Compensation Options

2.5.1 For CLECs that Select a Separate Agreement in Section 2.4 above, CLEC hereby elects the Intercarrier Compensation Choice it desires for purposes of its MFN Agreement by placing "X" next to its chosen Intercarrier Compensation Billing Option immediately below. If CLEC fails to designate one of the Intercarrier Compensation Billing Options below, the default Intercarrier Compensation Option set forth in the Separate Agreement chosen by CLEC in Section 2.4 above shall automatically apply upon the Effective Date of this MFN Agreement.

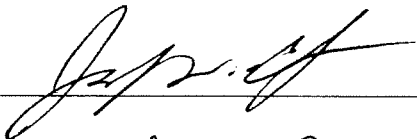
Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

3. Clarifications

3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby 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 any associated appeal and/or further government review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.

3.2 It is AT&T Missouri's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

**Budget PrePay, Inc. d/b/a Budget Phone**

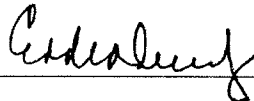
Signature: 

Print Name: Jody W. Craft

Title: Director of Ops

Date: 20 JAN 09

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri By AT&T Operations, Inc., Its authorized  
agent**

Signature: 

Print Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-21-09

**Resale OCN # 8494**

**UNE OCN # 815A**

**ACNA: BGP**