

AGREEMENT

BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
MISSOURI**

AND

RCLEC, INC.



Signature: eSigned - Bruce Johnson

Signature: eSigned - William A. Bockelman

Name: eSigned - Bruce Johnson
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Secretary of RCLEC, Inc.
(Print or Type)

Title: Director
(Print or Type)

Date: 25 Mar 2015

Date: 26 Mar 2015

RCLEC, Inc.

Southwestern Bell Telephone Company d/b/a AT&T
MISSOURI by AT&T Services, Inc., its authorized
agent

**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** ("**AT&T MISSOURI**") and RCLEC, Inc. ("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, RCLEC, Inc. ("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

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 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 January 14, 2016.
- 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:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Jeff Slater Senior Director - Voice Gateways
STREET ADDRESS	20 Davis Drive
CITY, STATE, ZIP CODE	Belmont, CA 94002
FACSIMILE NUMBER	(650) 620-1153

- 2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Missouri under this MFN Agreement at the following address:

NOTICE CONTACT	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202
FACSIMILE NUMBER	(214) 712-5792

2.5 For purposes of its MFN Agreement, CLEC hereby adopts the Separate Agreement between **AT&T MISSOURI** and Zayo Group, LLC ("Separate Agreement"), which was previously approved by the Commission in Case No. IK-2014-0131.

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.
- 3.3 In the event that a voluntary or involuntary petition has been or is in the future filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's adoption of this MFN Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's adoption of this MFN Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's prior agreement shall remain in full force and effect and shall constitute monetary obligations of the parties under this MFN Agreement. In the event that this MFN Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption.