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April 15, 2010

Mrs. Ann Cole  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

100184-TP

REC'D 4/15/10  
before 5pm  
-am

Re: Notice of the Adoption of Interconnection agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a New Phone, Inc. by T3 Communications, Inc d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone.

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by T3 Communications, Inc d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone of the Interconnection Agreement for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Image Access, Inc. d/b/a New Phone, Inc., which was filed with this Commission on April 4, 2006 in Docket No. 060319-TP.

T3 Communications, Inc d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone. is adopting the agreement and all amendments (if applicable), as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and one (1) copy of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and T3 Communications, Inc d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone., for your records.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

- COM \_\_\_\_\_
- APA \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- RAD \_\_\_\_\_
- SSC \_\_\_\_\_
- ADM \_\_\_\_\_
- OPC \_\_\_\_\_
- CLK Grant

Very truly yours,

*for*   
Jerry D. Hendrix  
Regulatory Vice President

DOCUMENT NUMBER-DATE

02912 APR 15 e

FPSC-COMMISSION CLERK

**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 T3 Communications, Inc d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone ("CLEC"), a Florida 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**, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and T3 Communications, Inc d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone dated March 20, 2010 for the State(s) of Florida ("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;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this MFN Agreement, CLEC 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. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated March 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
Adoption Papers
Signature Page
Exhibit 1 Cover Page
Image Access, Inc. d/b/a New Phone, Inc. Agreement
Amendment - Extend Term to 061812 – Effective 03/31/09

3. In the event that CLEC 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 CLEC 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 April 18, 2012.
5. CLEC 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, 9<sup>th</sup> Floor  
Dallas, TX 75202-5398  
Facsimile Number: 214-464-2006

With a Copy To:

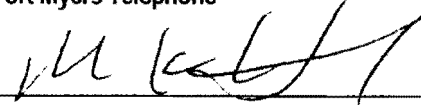
Business Markets Attomey  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

To CLEC:

Mark Neptune  
2401 First Street  
Fort Meyers, FL 33901  
Facsimile Number: 239-333-0323

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.

T3 Communications, Inc d/b/a Tier 3  
Communications d/b/a Naples Telephone and  
d/b/a Fort Myers Telephone

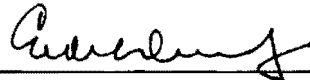
By: 

Name: MARSHALL HOWARD

Title: VP ENGINEERING

Date: 4/1/2010

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

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-8-10

**EXHIBIT 1**