



AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

T: 850.577.5555  
F: 850.222.8640  
www.att.com

May 24, 2011

11 0187-TP

RECEIVED-FPSC  
11 MAY 24 PM 4:39  
COMMISSION  
CLERK

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

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Nexus Communications, Inc d/b/a Nexus Communications TSI, Inc.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one copy of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with Nexus Communications, Inc d/b/a Nexus Communications TSI, Inc.

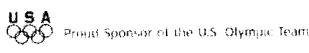
The underlying agreement was filed on April 4, 2006 in docket 060319-TP.

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

Very truly yours,

*for Robyn Yant*  
Jerry D. Hendrix  
Regulatory Vice President

- COM \_\_\_\_\_
- APA \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- RAD   1
- SSC \_\_\_\_\_
- ADM \_\_\_\_\_
- OPC \_\_\_\_\_
- CLK   1



DOCUMENT NO. DATE  
03042-11 5,24/11  
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 Nexus Communications, Inc., Nexus Communications, Inc. d/b/a TSINexus, Inc. and Nexus Communications TSI, Inc. ("CLEC"), an Ohio 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 Image Access, Inc. d/b/a NewPhone and in Florida, Image Access, Inc. d/b/a NewPhone, Inc. dated March 20, 2006 for the States 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 States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee;

**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 NewPhone and in Florida, Image Access, Inc. d/b/a NewPhone, Inc. Agreement
GA Rate Remand Order Amendment – Effective April 19, 2006
Amendment To Extend Term Date – Effective March 31, 2009

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.

**DOCUMENT NO. DATE**  
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**FPSC - COMMISSION CLERK**

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

To CLEC:

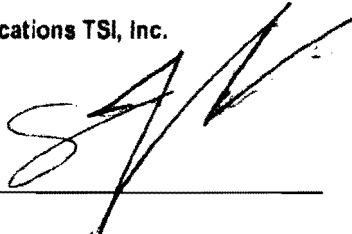
Steven Fenker  
3629 Cleveland Ave., #C  
Columbus, OH 43224

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.

NEXUS COMMUNICATIONS, INC.  
NEXUS COMMUNICATIONS, INC. D/B/A TSINEXUS, INC.  
NEXUS COMMUNICATIONS TSI, INC.  
VERSION - 12/15/10

Nexus Communications, Inc.  
Nexus Communications, Inc. d/b/a TSI  
Nexus Communications TSI, Inc.

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, by AT&T  
Services, Inc., its authorized agent

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Steven Fenker

Name: Patrick R. Doherty

Title: President

Title: Director - Regulatory

Date: 5/11/11

Date: 5-17-11

	<u>RESALE OCN</u>	<u>ULEC OCN</u>
ALABAMA	5555	176D
FLORIDA	5555	547C
GEORGIA	5555	013D
KENTUCKY	5555	8896
LOUISIANA	5555	915E
MISSISSIPPI	5555	783C
NORTH CAROLINA	5555	546C
SOUTH CAROLINA	5555	801C
TENNESSEE	5555	966E
ACNA	NX11	

**EXHIBIT 1**