

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

This Agreement, which shall become effective as of the _____ day of _____, 2006, is entered into by and between New Millennium Telecommunications, Inc., an Illinois corporation having an office at 8531 S. Kilpatrick Avenue, Chicago, IL 60652 (“CLEC”) and Illinois Bell Telephone Company d/b/a AT&T Illinois¹, with offices at 225 West Randolph St., Chicago, Illinois, 60606 (“AT&T ILLINOIS”) through its authorized agent AT&T Operations, Inc.

RECITALS

A. **AT&T ILLINOIS** is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. **AT&T ILLINOIS** is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. CLEC has been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties are entering into this Agreement to set forth the respective obligations of the parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

WHEREAS, In entering into this MFN Agreement, **AT&T ILLINOIS** does not waive, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-313

¹ Illinois Bell Telephone Company (previously referred to as “Illinois Bell” or “SBC-AMERITECH” or “Ameritech” or “SBC Illinois” or “SBC”) now operates under the name “AT&T Illinois” pursuant to an assumed name filing with the State of Illinois.

and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) (“Title I Order”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this MFN Agreement (including any amendments to this MFN Agreement), **AT&T ILLINOIS** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC’s own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC’s Order *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in this MFN Agreement and except to the extent that **AT&T ILLINOIS** has adopted the FCC ISP terminating compensation plan (“FCC Plan”) in **AT&T ILLINOIS** in which this MFN Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this MFN Agreement, these rights also include but are not limited to **AT&T ILLINOIS**’ right to exercise its option at any time to adopt on a date specified by **AT&T ILLINOIS** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan’s prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this MFN Agreement. It is **AT&T ILLINOIS**’ position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) (“Provisions”) of the MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). In such event, it is **AT&T ILLINOIS**’ position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is **AT&T ILLINOIS**’ position and intent that the Parties

shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement;

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the Cbeyond Communications, LLC for the State of Illinois (“the Separate Agreement”), and the Parties have agreed to the following provisions contained in the Agreement on a "negotiated" basis: IL Docket 040071 Resale Appendix 911-E911 surcharges (collectively the “MFN Agreement”), which are being added to the MFN Agreement by way of a separate amendment(s) entered into by the Parties concurrent with CLEC’s adoption of the Separate Agreement;

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