



Law Office of Kristopher E. Twomey, P.C.  
LoKT Consulting

Kristopher E. Twomey  
Telecom/Internet Law & Regulatory Consulting

July 18, 2006

Via Fedex

Mr. Dale Hardy Roberts, Chief Regulatory Law Judge/Secretary  
Missouri Public Service Commission  
Governor Office Building  
Records Department  
200 Madison, Suite 100  
Jefferson City, MO 65102 – 0537

*RECEIVED*  
*JUL 19 2006*  
*Records*  
*Public Service Commission*

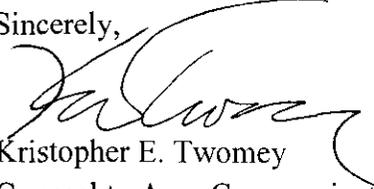
Re: Aero Communications, LLC Adoption of Interconnection Agreement

Dear Secretary:

Aero Communications, LLC (“Aero”) hereby submits the enclosed Notice of Adoption of the Interconnection Agreement (“Notice”) between AT&T Missouri and NuVox Communications as approved in Case No. TK-2006-0072. The notice has been signed by both Aero and AT&T Missouri. Aero was approved as a carrier by the commission in Case No. CA-2006-0255.

Should there be any questions or additional information required, please do not hesitate to contact me at (510) 285-8010. Thank you.

Sincerely,

  
Kristopher E. Twomey  
Counsel to Aero Communications, LLC

Enclosures

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri"), and Aero Communications, LLC ("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, Aero Communications, LLC ("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 November 10, 2008.
- 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	Todd Heinrich Chief Operating Officer
STREET ADDRESS	1301 Broadway
ROOM OR SUITE	
CITY, STATE, ZIP CODE	Paducah, KY 42001
E-MAIL ADDRESS	
PHONE NUMBER	(270) 448-2376
FACSIMILE NUMBER	(270) 575-0672

<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. Southwestern Bell Telephone, L.P. is now doing business in Missouri as "AT&T Missouri".

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Kristopher E. Twomey, Attorney c/o LoKT Consulting
STREET ADDRESS	1425 Leimert Blvd
ROOM OR SUITE	Suite 404
CITY, STATE, ZIP CODE	Oakland, CA 94602
E-MAIL ADDRESS	kris@lokt.net
PHONE NUMBER	(510) 285-8010
FACSIMILE NUMBER	(510) 868-8418

2.4 CLEC hereby designates the Separate Agreement it is adopting by way of this Short Form for purposes of this MFN Agreement by placing an "X" next to its chosen Separate Agreement immediately below:

- Case No. TK-2006-0042 (Navigator)
- Case No TK-2006-0044 (Sprint)
- Case No TK-2006-0046 (Witel)
- Case No TK-2006-0047 (Charter)
- Case No TK-2006-0048 (Birch)
- Case No TK-2006-0050 (MCI<sub>m</sub>) (If CLEC selects the MCI<sub>m</sub> Separate Agreement, CLEC must indicate if it wishes to take MCI<sub>m</sub>'s Amendment, as further addressed in Section 2.5.2 below).
- Case No TK-2006-0070 (XO) (If CLEC selects the XO Separate Agreement, CLEC must indicate if it wishes to take XO's Amendment, as further addressed in Section 2.5.2 below).
- Case No TK-2006-0071 (Socket)
- Case No TK-2006-0072 (NuVox)
- Case No TK-2006-0073 (Big River)
- Case No TO-2005-0336 (Generic Successor Missouri ICA)

2.5 Intercarrier Compensation Options<sup>2</sup>

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.

<sup>2</sup> Please note that in the event that CLEC has an existing 13-State Superseding Reciprocal Compensation Amendment in place with the AT&T ILECs, it shall file such Amendment, along with the Short Form, with the Commission to ensure that this successor MFN Agreement on file with the Commission is complete.

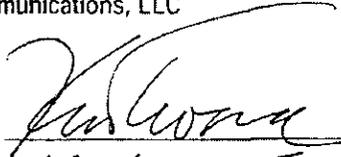
Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
	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

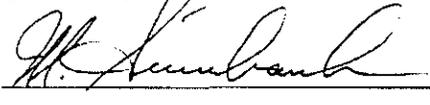
- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including 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 federal court of competent jurisdiction in connection with the appeal in Case No. 4:05CV01264-CAS and/or on remand of such case to the Commission ("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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 13<sup>th</sup>  
day of July, 2006.

Aero Communications, LLC

Signature:   
Print Name: Kristopher Tassney  
Title: Counsel  
Date: 6/13/06

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

Signature:   
Print Name: Mike Auinbanh  
Title: AVP-Project + Service Management  
Date: JUL 13 2006

Facilities: OCN/AECN# 066F

Resale: OCN/AECN# \_\_\_\_\_

ACNA: ASF