AMENDMENT NO. 5
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
AT&T COMMUNICATIONS OF ILLINOIS, INC.

The Interconnection Agreement, effective January 1, 2004, ("the Agreement") by and between Illinois Bell Telephone Company d/b/a SBC Illinois[1] ("SBC ILLINOIS") and AT&T Communications of Illinois, Inc. ("CLEC") is hereby amended as follows:

(1) Article 10, Resale At Wholesale Rates--Section 251(c)(4), is amended to hereby add the following Sections 10.2 and 10.3:

10.2 OS/DA Call Branding

10.2.1 SBC ILLINOIS will brand OS/DA in AT&T's name.

AT&T will provide SBC ILLINOIS with the specific branding phrase to be used to identify AT&T. The standard phrase will be consistent with the general form and content currently used by AT&T in branding its respective services.

10.2.2 Branding Load Charges:

10.2.2.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch for the establishment of AT&T specific branding. In addition, a per call charge applies for every OS call handled by SBC ILLINOIS on behalf of AT&T when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

10.3 Branding

10.3.1 AT&T is free to brand the Resale services that SBC ILLINOIS provides to AT&T under the provisions of this Agreement. SBC ILLINOIS will not brand such Resale services provided to AT&T under this Agreement as being SBC ILLINOIS' services, although certain SBC ILLINOIS retail services that utilize electronic branding are subject to the further provisions of Section 10.3.1.1 below.

10.3.1.1 SBC ILLINOIS offers certain retail services that utilize electronic branding to designate the services as SBC ILLINOIS' retail services. Subject to applicable law, to the extent such services are made available for resale to AT&T customers, AT&T may request SBC ILLINOIS to rebrand such services as AT&T services or to offer them without a brand. SBC ILLINOIS will review such requests in a timely manner and provide a cost estimate. AT&T agrees to reimburse SBC ILLINOIS for its costs associated with the technical modifications necessary

[1] Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet AT&T's needs. AT&T must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC ILLINOIS as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC ILLINOIS agrees to reimburse AT&T for a reasonable portion of its costs. AT&T's name used in branding calls may be subject to Commission regulations and should match the name in which AT&T is doing business.

10.3.2 AT&T will provide the exclusive interface to AT&T Customers in connection with the marketing, offering or provision of AT&T services, except as otherwise provided in this Agreement. In those instances where SBC ILLINOIS personnel interface directly with AT&T customers in respect to installation, maintenance, and repair services in connection with providing Resale services to AT&T, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.

10.3.3 Branding provisions concerning SBC ILLINOIS' furnishing of all forms, business cards or other business materials to AT&T customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Article and Article 33 of this Agreement.

10.3.4 AT&T will not, without SBC ILLINOIS' written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC ILLINOIS or it's affiliates.

(2) The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law rights relating to the following actions, which the Parties may have not yet fully incorporated in this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA 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 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and the

FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); 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); the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241)(rel. October 18, 2004); and the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

(6) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission ("ICC"), but shall become effective upon execution by both Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14 day of June, 2005, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

AT&T Communications of Illinois, Inc.

By: Fredrik Cederqvist

Name: Fredrik Cederqvist
(Print or Type)

Title: Group Manager
(Print or Type)

Date: May 31, 2005

Illinois Bell Telephone Company d/b/a SBC Illinois by SBC Operations, Inc., its authorized agent

By: M. Auinbauh

Name: **Mike Auinbauh**
(Print or Type)

Title: For/ AVP - Local Interconnection Marketing

Date: JUN 14 2005