

**AMENDMENT TO  
INTERCONNECTION/RESALE AGREEMENTS  
BY AND BETWEEN**

**Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Texas AND**

**Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, and Focal Communications Corporation of Texas  
AND  
Broadwing Communications, LLC**

This Amendment to the Interconnection Agreements (the "Amendment") is dated as of August 31, 2005, by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut and Southwestern Bell Telephone, L.P. d/b/a SBC Texas, (collectively, "SBC") and Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas (collectively "Focal") and Broadwing Communications, LLC ("Broadwing"), with its principal offices at 1100 Capital of Texas Highway South, Austin, TX, 78746-6426.

WHEREAS, SBC and Focal are parties to certain Interconnection Agreements effective as of 9/22/2004; 10/27/1999; 9/18/2000; 6/28/2000; 12/8/2000; 10/27/2003; and, 10/24/2000; (the "Agreements"); and

**WHEREAS**, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio and Focal Communications Corporation of Texas, are either integrating their operations with their affiliated company, Broadwing Communications, LLC and/or are transferring their assets to Broadwing, including, but not limited to, the Interconnection Agreements referenced above and all orders for facilities and circuits placed thereunder, and all facilities and circuits for service ordered pursuant to the tariffs of SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas; and,

**WHEREAS**, following the integration and/or transfer of assets described above, Broadwing Communications, LLC will supplant Focal as the certificated carrier providing intrastate telecommunications services in Illinois, Indiana, Michigan, Ohio, California, Connecticut and Texas and will become the named party under the existing Interconnection Agreements, and the parties wish to reflect the name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut, SBC Texas, and Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas and Broadwing Communications, LLC hereby agree as follows:

1. The Interconnection Agreements between SBC and Focal, referenced above, are hereby amended to reflect the name change, respectively, from "Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal

Communications Corporation of Ohio and Focal Communications Corporation of Texas,” to “Broadwing Communications, LLC.”

2. (a) SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, shall reflect the name changes, respectively, from “Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas,” to “Broadwing Communications, LLC” on all BANs ( Billing Account Numbers) for each of the accounts previously billed to Focal pursuant to the Interconnection Agreements. SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas shall not be obligated, whether under this Amendment or otherwise, to make any other changes to their respective accounts and records, including to the services and items provided and/or billed under the Interconnection Agreements or Special Access arrangements other than in connection with any Broadwing submitted ASRs or LSRs as hereinafter described. Broadwing will submit all required LSRs and ASRs, as required by SBC existing operating practices and procedures, to the appropriate SBC companies to reflect the name change for all existing circuits or like facilities. The name change reflected in the LSRs and ASRs will allow Broadwing to continue to receive services relating to existing facilities and to order any additional services under all of the ACNA/OCNs, BANs and CLLI codes associated with the accounts formerly billed to Focal. Without limiting the foregoing, Broadwing Communications LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Focal with SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, for those accounts and the services and items provided and/or billed thereunder or under the Interconnection Agreements or any Special Access arrangement.

(b) Focal shall pay twenty-five thousand dollars (\$25,000) to SBC for the Name Change and all associated work by SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut, SBC Texas and its affiliates to reflect the transfer of all assets from Focal to Broadwing, as set forth in section V.B. of the settlement agreement dated May 31, 2005 between SBC Operation Inc., as agent for certain of its operating affiliates, and Focal Communications Corporation on behalf certain of its operating affiliates. The foregoing amount reflects the total aggregate charges for the Name Change for all states where Focal has an effective Interconnection Agreement with SBC and includes all charges for those states.

(c) Per the terms and conditions set forth in the Collocation Memorandum of Understanding between Focal and SBC, dated August 31, 2005, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio and Focal Communications Corporation of Texas shall submit a short version of the collocation application to SBC for each of its collocation arrangements, requesting a name and billing address change through the Collocation Application Portal (CAP).

3. Once this Amendment is effective, Broadwing Communications, LLC shall operate with SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, under the “Broadwing Communications, LLC” name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadwing Communications, LLC, and labeling (including re-labeling) equipment and facilities with Broadwing Communications, LLC.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Interconnection Agreements, but rather, shall be coterminous with such Agreements.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, without limitation, the following actions, which the Parties have not yet fully incorporated into the Agreements 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 (rel. Aug. 21, 2003) 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); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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).

7. This Amendment shall be effective in each of the respective states where the Interconnection Agreements are in effect, upon approval by the respective state regulatory bodies, i.e., the California Public Commission; the Department of Public Utility Control of Connecticut ("DPUC"); the Illinois Commerce Commission ("ICC"); the Indiana Utility Regulatory Commission ("IURC"); the Public Service Commission of Michigan ("MPSC"); the Public Utility Commission of Ohio ("PUCO"); and, the Public Utilities Commission of Texas ("PUCT").

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