

**ICC JUNE 9, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC ILLINOIS ("SBC ILLINOIS")¹ and AT&T Communications of Illinois, Inc. ("CLEC").

WHEREAS, SBC ILLINOIS and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004.

¹Illinois 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.

- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under ICC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.2 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between CLEC and SBC ILLINOIS following ICC approval or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law, or (ii) June 25, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after June 25, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC ILLINOIS following the ICC's order approving the adopting CLEC's Section 252(i) adoption or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.
- 2.4 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the ICC; provided, however, that failure to reach such mutually acceptable new provisions within ten (10) days after such suspension shall permit either party to terminate this Amendment upon five (5) days' written notice to the other.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this

Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 The Parties acknowledge and agree that this Amendment is the result of ICC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 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 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), 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 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); 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). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 Notwithstanding this Amendment and without limiting Section 6.3, SBC ILLINOIS (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other ICC order (including the

Illinois-specific requirements regarding wholesale subject matters addressed therein). SBC ILLINOIS (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the “Amendment Effective Date”; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

AT&T Communications of Illinois, Inc.

Illinois Bell Telephone Company
Incorporated d/b/a SBC ILLINOIS by SBC
Telecommunications, Inc., its Authorized
Agent

By: *Fredrik Cederqvist*

By: _____

Printed: _____
Fredrik Cederqvist

Printed: _____

Title: Group Manager

Title: ^{For/} Senior Vice President -
Industry Markets & Diversified
Businesses

Date: 11/4/04

Date: _____

ATTACHMENT A

SBC	Illinois	Docket 02-0864 Rate Changes	Recurring	Non-Recurring
NETWORK ELEMENTS				
Loops				
		2-Wire Analog - Metro (Access Area A)	\$ 5.17	See NRC prices below
		2-Wire Analog - Suburban (Access Area B)	\$ 12.40	See NRC prices below
		2-Wire Analog -Rural (Access Area C)	\$ 14.91	See NRC prices below
		2-Wire Ground Start, PBX-Metro (Access Area A)	\$ 4.11	See NRC prices below
		2-Wire Ground Start, PBX-Suburban (Access Area B)	\$ 13.13	See NRC prices below
		2-Wire Ground Start, PBX-Rural (Access Area C)	\$ 16.71	See NRC prices below
		2-Wire COPTS Coin-Metro (Access Area A)	\$ 4.11	See NRC prices below
		2-Wire COPTS Coin-Suburban (Access Area B)	\$ 13.28	See NRC prices below
		2-Wire COPTS Coin-Rural (Access Area C)	\$ 16.94	See NRC prices below
		2-Wire EKL-Metro (Access Area A)	\$ 4.24	See NRC prices below
		2-Wire EKL-Suburban (Access Area B)	\$ 16.30	See NRC prices below
		2-Wire EKL--Rural (Access Area C)	\$ 21.62	See NRC prices below
		4-Wire Analog - Metro (Access Area A)	\$ 8.27	See NRC prices below
		4-Wire Analog - Suburban (Access Area B)	\$ 27.25	See NRC prices below
		4-Wire Analog - Rural (Access Area C)	\$ 34.97	See NRC prices below
		2-Wire Digital - 160 Kbps (ISDN - BRI) - Metro (Access Area A)	\$ 5.44	See NRC prices below
		2-Wire Digital - 160 Kbps (ISDN BRI) - Suburban (Access Area B)	\$ 17.76	See NRC prices below
		2-Wire Digital - 160 Kbps (ISDN BRI) - Rural (Access Area C)	\$ 22.24	See NRC prices below
		4-Wire Digital - 1.544 Mbps (DS1) - Metro (Access Area A)	\$ 27.72	See NRC prices below
		4-Wire Digital - 1.544 Mbps (DS1) - Suburban (Access Area B)	\$ 40.49	See NRC prices below
		4-Wire Digital - 1.544 Mbps (DS1) - Rural (Access Area C)	\$ 53.82	See NRC prices below
		DS3 Digital Loop - Metro (Access Area A)	\$ 335.73	See NRC prices below
		DS3 Digital Loop - Suburban (Access Area B)	\$ 405.76	See NRC prices below
		DS3 Digital Loop - Rural (Access Area C)	\$ 528.15	See NRC prices below
DSL Capable Loops				
		2-Wire xDSL Loop (ASDL/HSDL Compatible)		
		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	\$ 5.09	See NRC prices below
		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.57	See NRC prices below
		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	\$ 17.81	See NRC prices below
		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	\$ 5.09	See NRC prices below
		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.57	See NRC prices below
		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	\$ 17.81	See NRC prices below
		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$ 5.09	See NRC prices below
		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.57	See NRC prices below
		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$ 17.81	See NRC prices below
		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	\$ 5.09	See NRC prices below
		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.57	See NRC prices below
		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	\$ 17.81	See NRC prices below

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PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$	5.09	See NRC prices below
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$	11.57	See NRC prices below
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$	17.81	See NRC prices below
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	\$	5.09	See NRC prices below
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	\$	11.57	See NRC prices below
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	\$	17.81	See NRC prices below
4-Wire xDSL Loop (1.544 Mbps DS1 HDSL)			
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$	7.93	See NRC prices below
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$	20.93	See NRC prices below
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$	33.59	See NRC prices below
IDSL Capable Loop (2-Wire 144 Kbps Interface)			
IDSL Loop Access Area A - Metro	\$	5.44	See NRC prices below
IDSL Loop Access Area B - Suburban	\$	17.76	See NRC prices below
IDSL Loop Access Area C - Rural	\$	22.24	See NRC prices below
Loop Non-Recurring Charges			
Analog, 2-Wire Digital & xDSL Capable Loops			
Service Ordering Charges			
- Initial - per order			\$ 11.27
- Subsequent - per order			\$ 6.76
- Record Work - per order			\$ 5.78
1 Service Ordering Charges (Effective March 31, 2005)			
1 - Initial Connection - per occasion			\$ 6.76
1 - Initial Disconnection - per occasion			\$ 6.36
- Subsequent - per order			\$ 6.76
- Record Work - per order			\$ 5.78
Loop Line Connection Charges			
Loop Line Connection Charge - per termination			\$ 50.13
1 Loop Line Connection Charges (Effective March 31, 2005)			
1 Loop Line Connection - Initial			\$ 49.00
1 Loop Line Connection - Additional			\$ 33.92
1 Loop Line Connection - Disconnection - Initial			\$ 9.50
1 Line Connection - Disconnection - Additional			\$ 7.03
Digital Loops Nonrecurring Charges			
DS1 Loops			
Service Order - Administrative Charge			\$ 16.74
1 Service Order - Administrative Charge (Effective March 31, 2005)			
1 - Connection Charge			\$ 10.64
1 - Disconnection Charge			\$ 8.60
1 - Subsequent Order Charge			\$ 9.90

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	Service Provisioning Charges			
	- DS1		\$	206.06
1	Service Provisioning Charges (Effective March 31, 2005)			
1	- Initial - Connection Charge		\$	200.75
1	- Additional - Connection Charge		\$	100.57
1	- Initial - Disconnection Charge		\$	7.49
1	- Additional - Disconnection Charge		\$	5.83
	DS3 Loops			
	Service Order - Administrative Charge		\$	16.74
1	Service Order - Administrative Charge (Effective March 31, 2005)			
1	- Connection Charge		\$	10.64
1	- Disconnection Charge		\$	8.60
	Service Provisioning Charges			
	- DS3		\$	89.95
1	Service Provisioning Charges (Effective March 31, 2005)			
1	- Initial - Connection Charge		\$	84.49
1	- Additional - Connection Charge		\$	28.79
1	- Initial - Disconnection Charge		\$	7.68
1	- Additional - Disconnection Charge		\$	6.02
	UNE-P Migration Charges & New UNE-P Service Order Charges			
	UNE-P Service Order Charge - POTS			
	- Electronic - per order		\$	4.43
	- Manual - per order		\$	42.37
	UNE-P Service Order Charge - Non-POTS			
	- Electronic - per order		\$	9.76
	- Manual - per order		\$	62.09
	UNE-P Service Order Charge - POTS (Effective March 31, 2005)			
	- Electronic Connection - per order		\$	3.08
	- Electronic Disconnection - per order		\$	1.91
	- Manual Connection - per order		\$	31.31
	- Manual Disconnection - per order		\$	15.59
	UNE-P Service Order Charge - Non-POTS (Effective March 31, 2005)			
	- Electronic Connection - per order		\$	7.19
	- Electronic Disconnection - per order		\$	3.61
	- Manual Connection - per order		\$	47.65
	- Manual Disconnection - per order		\$	20.35

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New UNE-P Loop Line Connection Charges			
Analog, 2-Wire Digital & xDSL Capable Loops			
Loop Line Connection Charges			
	Loop Line Connection Charge - per termination	\$	26.81
1 Loop Line Connection Charges (Effective March 31, 2005)			
1	Loop Line Connection - Initial	\$	35.97
1	Loop Line Connection - Additional	\$	20.41
1	Loop Line Connection - Disconnection - Initial	\$	0.28
1	Line Connection - Disconnection - Additional	\$	0.22
4-Wire Digital (DS1) Loops			
Service Provisioning Charges			
	Service Provisioning Charges (Effective March 31, 2005)	\$	208.24
1	Connection Charge - Initial	\$	200.75
1	Connection Charge - Additional	\$	100.57
1	Disconnection Charge - Initial	\$	7.49
1	Disconnection Charge - Additional	\$	5.83
New UNE-P Port Connection Charges			
	Basic Line Port	\$	1.20
	Ground Start Line Port	\$	1.20
	ISDN Direct Port	\$	16.50
	ISDN Prime Port	\$	246.04
	DID Trunking Port	\$	18.35
	ULS Trunk Port	\$	108.88
	Digital Trunking Trunk Port	\$	108.88
	Centrex Basic Line Port	\$	1.20
	Centrex ISDN-BRI Port	\$	16.50
	Centrex EKL Line Port	\$	10.15
	Centrex Attendant Console Line Port	\$	1.20
	Basic COPTS Port	\$	1.20
	COPTS Coin Line Port	\$	1.20
New UNE-P Port Connection Charges (Effective March 31, 2005)			
1	Basic Line Port - Connection	\$	0.71
1	Basic Line Port - Disconnection	\$	0.70
1	Ground Start Line Port - Connection	\$	0.71
1	Ground Start Line Port - Disconnection	\$	0.70
1	ISDN Direct Port - Connection	\$	9.66
1	ISDN Direct Port - Disconnection	\$	9.66
1	ISDN Prime Port - Connection	\$	183.26
1	ISDN Prime Port - Disconnection	\$	88.49
1	DID Trunking Port - Connection	\$	12.80
1	DID Trunking Port - Disconnection	\$	7.81
1	ULS Trunk Port - Connection	\$	84.17

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1	ULS Trunk Port - Disconnection		\$	34.81
1	Digital Trunking Trunk Port - Connection		\$	84.17
1	Digital Trunking Trunk Port - Disconnection		\$	34.81
1	Centrex Basic Line Port - Connection		\$	0.71
1	Centrex Basic Line Port - Disconnection		\$	0.70
1	Centrex ISDN-BRI Port - Connection		\$	9.66
1	Centrex ISDN-BRI Port - Disconnection		\$	9.66
1	Centrex EKL Line Port - Connection		\$	5.94
1	Centrex EKL Line Port - Disconnection		\$	5.93
1	Centrex Attendant Console Line Port - Connection		\$	0.71
1	Centrex Attendant Console Line Port - Disconnection		\$	0.70
1	Basic COPTS Port - Connection		\$	0.71
1	Basic COPTS Port - Disconnection		\$	0.70
1	COPTS Coin Line Port		\$	0.71
1	COPTS Coin Line Port		\$	0.70
	Port Conversion Charge			
	- Change from one type of line-port to another - per each change		\$	0.77
	ULS-ST Service Order Charges			
	- Record Order - Basic, Complex, ULS Trunk Port		\$	5.11
	- Subsequent - Basic Port		\$	5.40
	- Subsequent - Complex, ULS Trunk Ports		\$	11.58
	Direct Inward Dialing (DID) Trunk Port - per port			
	- Add/Rearrange Each Termination		\$	48.48
	ISDN Prime Trunk Port - per port			
	- Add/Rearrange Channels		\$	54.39
	Port Feature Add/Change Translation Charge			
	- Feature per port, per order - Initial or Additional			
	Basic		\$	0.94
	Ground Start/PBX		\$	0.94
	Basic COPTS		\$	0.94
	COPTS-Coin		\$	0.94
	ISDN Direct		\$	1.28
	ISDN Prime		\$	36.68
	Digital Trunking		\$	24.02
	ULS Trunk		\$	24.02
1	Port Feature Add/Change Translation Charge (Effective March 31, 2005)			
	- Feature per port, per order - Initial or Additional			
1	Basic - Connection		\$	0.55
1	Basic - Disconnection		\$	0.55
1	Ground Start/PBX - Connection		\$	0.55
1	Ground Start/PBX - Disconnection		\$	0.55

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1	Basic COPTS - Connection	\$	0.55
1	Basic COPTS - Disconnection	\$	0.55
1	COPTS-Coin - Connection	\$	0.55
1	COPTS-Coin - Disconnection	\$	0.55
1	ISDN Direct - Connection	\$	0.75
1	ISDN Direct - Disconnection	\$	0.75
1	ISDN Prime - Connection	\$	21.74
1	ISDN Prime - Disconnection	\$	21.08
1	Digital Trunking - Connection	\$	14.05
1	Digital Trunking - Disconnection	\$	14.05
1	ULS Trunk - Connection	\$	14.05
1	ULS Trunk - Disconnection	\$	14.05
	ULS-ST Billing Establishment, per carrier (when applicable)	\$	2,718.64
	Custom Routing, via Line Class Code		
	- New LCC, per LCC, per switch	\$	256.29
	- New Network Routing, per route, per switch	\$	59.02
	Custom Routing of OS or DA via AIN		
	- Custom OS or DA for ULS-ST, per switch, per route	\$	119.24
1	Custom Routing Rates (Effective March 31, 2005)		
1	Custom Routing, via Line Class Code		
	- New LCC, per LCC, per switch	\$	256.29
1	- New Network Routing, per route, per switch - Connection	\$	33.94
1	- New Network Routing, per route, per switch - Disconnection	\$	35.36
1	Custom Routing of OS or DA via AIN		
1	- Custom OS or DA for ULS-ST, per switch, per route - Connection	\$	72.22
1	- Custom OS or DA for ULS-ST, per switch, per route - Disconnection	\$	66.29
	Centrex System Charges		
	Centrex Common Block Establishment - each	\$	459.04
	System Features Change or Arrangement - per feature - per occasion	\$	50.89
	System Feature Activation - per feature - per occasion	\$	85.99
1	Centrex System Charges (Effective March 31, 2005)		
1	Centrex Common Block Establishment - each - Connection	\$	370.92
1	Centrex Common Block Establishment - each - Disconnection	\$	124.21
	System Features Change or Arrangement - per feature - per occasion	\$	50.89
1	System Feature Activation - per feature - per occasion - Connection	\$	50.89
1	System Feature Activation - per feature - per occasion - Disconnection	\$	49.47
New and Additional UNE-P Combination Types			
(Applicable rate elements: UNE-P Service Order, Port Features Add/Change Translation Charge, Loop Line Connection or Service Provisioning Charge,			

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Port Charge, and if applicable, ULS Billing Establishment Charge, Common Block Establishment Charge and Custom Routing)			
2-Wire Basic Analog Loop with Basic Port			
2-Wire PBX Ground Start Analog Loop with Ground Start Port			
2-Wire Basic Analog Loop with Basic COPTS Line Port			
2-Wire Analog COPTS Coin Loop with Basic COPTS Coin-Line Port			
2-Wire Basic Analog Loop with Analog DID Trunk Port			
2-Wire Basic Analog Loop with Centrex Basic Line Port			
2-Wire Electronic Key Line with Centrex EKL Line Port			
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port			
2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port			
4-Wire Digital (DS1 Loop) with Digital Trunking Trunk Port			
4-Wire Digital (DS1 Loop) with ISDN Prime Trunk Port			
4-Wire Digital (DS1 Loop) with ULS Trunk Port			
New Enhanced Extended Loop (EEL) Combination Types			
Service Order Charges			
Analog Loop Service Order Charge, per ASR or LSR			
- Electronic - Establish	\$		16.61
- Electronic - Subsequent	\$		10.04
- Manual - Establish	\$		93.25
- Manual - Subsequent	\$		59.18
2-Wire Digital Loop Service Order Charge, per ASR or LSR			
- Electronic - Establish	\$		16.61
- Electronic - Subsequent	\$		10.04
- Manual - Establish	\$		93.25
- Manual - Subsequent	\$		59.18
Non-Channelized DS1 EEL Service Order Charge, per ASR or LSR			
- Electronic - Establish	\$		17.27
- Manual - Establish	\$		101.64
4-Wire Digital (DS1) Loop Service Order Charge, per ASR or LSR			
- Electronic - Establish	\$		17.27
- Electronic - Subsequent	\$		10.04
- Manual - Establish	\$		99.88
- Manual - Subsequent	\$		59.18
DS1 Transport Service Order Charge, per ASR or LSR			
- Electronic - Establish	\$		17.56
- Manual - Establish	\$		102.83
DS3 Transport Service Order Charge, per ASR or LSR			
- Electronic - Establish	\$		17.56
- Manual - Establish	\$		102.83
Central Office Multiplexing DS1 to Voice Service Order Charge			
- Electronic - Establish	\$		17.56

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	- Manual - Establish				102.83
	Service Order Charges (Effective March 31, 2005)				
1	Analog Loop Service Order Charge, per ASR or LSR				10.48
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				10.04
	- Electronic - Subsequent				63.12
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
1	2-Wire Digital Loop Service Order Charge, per ASR or LSR				10.48
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				10.04
	- Electronic - Subsequent				63.12
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
1	4-Wire Digital (DS1) Loop Service Order Charge, per ASR or LSR				11.14
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				10.04
	- Electronic - Subsequent				69.74
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
1	Non-Channelized DS1 EEL Service Order Charge, per ASR or LSR				11.14
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				69.74
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
1	DS1 Transport Service Order Charge, per ASR or LSR				11.44
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				72.70
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
1	DS3 Transport Service Order Charge, per ASR or LSR				11.44
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				72.70
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
1	Central Office Multiplexing DS1 to Voice Service Order Charge				11.44
1	- Electronic - Establish - Connection				8.63
1	- Electronic - Establish - Disconnection				72.70
1	- Manual - Establish - Connection				42.47
1	- Manual - Establish - Disconnection				
	Provisioning Charges				
	2-Wire Analog Loop Connection Charge, per circuit				

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				\$	56.18
- Initial					
- Additional				\$	38.85
4-Wire Analog Loop Connection Charge, per circuit					
- Initial				\$	56.18
- Additional				\$	38.85
2-Wire Digital Loop Connection Charge, per circuit					
- Initial				\$	72.50
- Additional				\$	35.44
4-Wire DS1 Digital Loop Connection Charge, per circuit					
- Initial				\$	256.71
- Additional				\$	141.01
DS1 Interoffice Dedicated Transport - Collocated					
- Initial				\$	104.45
- Additional				\$	67.78
DS1 Interoffice Dedicated Transport - Non-Collocated					
- Initial				\$	292.42
- Additional				\$	155.12
DS3 Interoffice Dedicated Transport - Collocated					
- Initial				\$	151.91
- Additional				\$	57.39
DS3 Interoffice Dedicated Transport - Non-Collocated					
- Initial				\$	177.23
- Additional				\$	64.05
4-Wire Digital Loop to DS1 Interoffice Dedicated Transport, per circuit - Collocated					
- Initial				\$	292.84
- Additional				\$	155.01
4-Wire Digital Loop to DS1 Interoffice Dedicated Transport, per ckt - Non-Collocated					
- Initial				\$	368.40
- Additional				\$	236.90
Central Office Multiplexing DS1 to Voice					
- Initial				\$	72.39
- Additional				\$	39.58
Clear Channel Capability, per circuit (optional)					
- Initial				\$	70.32
- Additional				\$	8.87
Provisioning Charges (Effective March 31, 2005)					
1	2-Wire Analog Loop Connection Charge, per circuit			\$	49.44
1	- Initial - Connection				

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1	- Initial - Disconnection		\$	9.50
1	- Additional - Connection		\$	33.86
1	- Additional - Disconnection		\$	7.03
1	4-Wire Analog Loop Connection Charge, per circuit		\$	49.44
1	- Initial - Connection		\$	9.50
1	- Initial - Disconnection		\$	33.86
1	- Additional - Connection		\$	7.03
1	- Additional - Disconnection		\$	7.03
1	2-Wire Digital Loop Connection Charge, per circuit		\$	65.76
1	- Initial - Connection		\$	9.50
1	- Initial - Disconnection		\$	30.46
1	- Additional - Connection		\$	7.03
1	- Additional - Disconnection		\$	7.03
1	4-Wire DS1 Digital Loop Connection Charge, per circuit		\$	248.22
1	- Initial - Connection		\$	11.97
1	- Initial - Disconnection		\$	135.15
1	- Additional - Connection		\$	8.25
1	- Additional - Disconnection		\$	8.25
1	DS1 Interoffice Dedicated Transport - Collocated		\$	95.69
1	- Initial - Connection		\$	12.35
1	- Initial - Disconnection		\$	61.65
1	- Additional - Connection		\$	8.64
1	- Additional - Disconnection		\$	8.64
1	DS1 Interoffice Dedicated Transport - Non-Collocated		\$	280.21
1	- Initial - Connection		\$	17.20
1	- Initial - Disconnection		\$	146.51
1	- Additional - Connection		\$	12.13
1	- Additional - Disconnection		\$	12.13
1	DS3 Interoffice Dedicated Transport - Collocated		\$	139.71
1	- Initial - Connection		\$	17.20
1	- Initial - Disconnection		\$	48.78
1	- Additional - Connection		\$	12.13
1	- Additional - Disconnection		\$	12.13
1	DS3 Interoffice Dedicated Transport - Non-Collocated		\$	165.03
1	- Initial - Connection		\$	17.20
1	- Initial - Disconnection		\$	55.44
1	- Additional - Connection		\$	12.13
1	- Additional - Disconnection		\$	12.13
1	4-Wire Digital Loop to DS1 Interoffice Dedicated Transport, per circuit - Collocated		\$	280.64
1	- Initial - Connection		\$	17.20
1	- Initial - Disconnection		\$	146.40
1	- Additional - Connection		\$	146.40

ATTACHMENT A

1	- Additional - Disconnection		\$	12.13
1	4-Wire Digital Loop to DS1 Interoffice Dedicated Transport, per ckt - Non-Collocated			
1	- Initial - Connection		\$	356.20
1	- Initial - Disconnection		\$	17.20
1	- Additional - Connection		\$	228.29
1	- Additional - Disconnection		\$	12.13
1	Central Office Multiplexing DS1 to Voice			
1	- Initial - Connection		\$	66.78
1	- Initial - Disconnection		\$	7.92
1	- Additional - Connection		\$	36.59
1	- Additional - Disconnection		\$	4.20
Special Access to UNE Combination Configuration				
2 or 4-Wire Analog or Digital Loops to DS1 or DS3 Dedicated Transport				
	Project Administrative Charge, per Service Order		\$	25.57
Private Line to UNE Conversion				
			\$	25.57
Note	1	The rate structure will be modified pursuant to the ICC's Order dated June 9, 2004, in ILL CC Docket No. 02-0864. These rates will become effective no later than March 31, 2005.		