

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
NOVAACON HOLDINGS LLC**

This Amendment to the Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act Of 1996 (the "Amendment") is dated as of October 17, 2005, by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois:") and Novacon Holdings LLC (f/k/a Novacon LLC), ("Novacon Holdings LLC").

WHEREAS, SBC Illinois and Novacon LLC ("Requesting Carrier") have been parties to that certain "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" dated as of October 24, 2000 (the "Agreement"); and

WHEREAS, on January 10, 2004, Novacon LLC and Novacon Holdings LLC entered into an agreement under which Novacon Holdings LLC would acquire the rights, title, and interests in the assets of Novacon LLC in the state of Illinois, including the transfer of the related Federal Communications Commission and state public service commission telecommunications carrier certifications (herein referred to as the "Certifications") and the legal right to continue to operate these assets under the Novacon Holdings LLC name.

WHEREAS, effective January 10, 2004 ("Assignment Date"), Novacon Holdings LLC took ownership of the assets of Novacon LLC in the state of Illinois, including the Agreement, the NVU ACNA and associated OCNs, and wishes to reflect that change of ownership and assignment of the Agreement as set forth herein:

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Illinois and Novacon Holdings LLC hereby agree as follows:

1. As of the Assignment Date, the Agreement will be amended to reflect the assignment of the Agreement, the services purchased from SBC Illinois pursuant to the Agreement, the NVU ACNA and associated OCNs from Novacon LLC to Novacon Holdings LLC.
2. As of the Assignment Date, SBC Illinois shall reflect the assignment of the Agreement, the services purchased from SBC Illinois pursuant to the Agreement, the NVU ACNA and associated OCNs from "Novacon LLC" to "Novacon Holdings LLC", and shall make appropriate billing account changes only for the main billing account (header card) for each of the accounts and services previously billed to Novacon LLC which are being assigned to Novacon Holdings LLC. SBC Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Illinois's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Novacon Holdings LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Novacon LLC with SBC Illinois for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. SBC Illinois hereby consents to the assignments by Novacon LLC of the Agreement, the services purchased from SBC Illinois pursuant to the Agreement, the NVU ACNA and associated OCNs to Novacon Holdings LLC. Effective as of the date upon which this Amendment is approved by the Illinois Commerce Commission, and retroactive to the Assignment Date, SBC Illinois agrees to transfer billing responsibility to Novacon Holdings LLC for services previously provided to Novacon LLC pursuant to the Agreement, which service the assets transferred to Novacon Holdings LLC, and to transfer to Novacon Holdings LLC those services associated with assets owned by Novacon LLC. Effective as of the date upon which this Amendment is approved by the Illinois Commerce Commission, and retroactive to the Assignment Date, Novacon Holdings LLC agrees that it shall be responsible for all obligations of the Requesting Carrier under the Agreement.

4. As of the Assignment Date, Novacon Holdings LLC shall operate with SBC Illinois under the "Novacon Holdings LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Novacon Holdings LLC, and labeling (including re-labeling) equipment and facilities with Novacon Holdings LLC, if necessary.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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 this 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 (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).
8. This Amendment shall be effective upon approval by the Illinois Commerce Commission.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

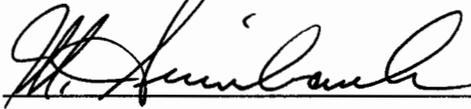
Novacon Holdings LLC

By: 
Name: Kurt H Setlow
(Print or Type)

Title: MANAGER
(Print or Type)

Date: Oct 14 2005

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

By: 
Name: Mike Auinbau
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 10-17-05

FACILITIES-BASED OCN #: 5171

ACNA: NVU