

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
AMERITECH ADVANCED DATA SERVICES OF ILLINOIS, INC.**

WHEREAS, this 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 Illinois¹ and Ameritech Advanced Data Services of Illinois, Inc. ("CLEC") (collectively, the "Parties");

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

1. INTRODUCTION

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 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, Schedules, 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 The following provisions in the Parties' underlying Agreement are hereby modified or deleted as follows:
 - 2.1.1 The non-recurring rates for xDSL loop conditioning for the removal of "all" or "non-excessive" bridged tap using SBC Illinois' modified maintenance process ("RABT-MMP") are hereby incorporated into the Agreement. The RABT-MMP rates are set forth on the RABT-MMP Pricing Schedule which is attached to this Amendment and incorporated herein by this reference.
 - 2.1.2 The five (5) business day loop provisioning interval for 2-wire and 4-wire copper xDSL loops currently "set forth in the underlying Agreement" is hereby formally amended to reflect the three (3) business day interval that applies and has applied to 2-wire and 4-wire xDSL loops since March 21, 2005 as announced to CLECs via Accessible Letter No. **CLECALL05-024**. This three (3) business day interval applies only to 2-wire and 4-wire xDSL loops and as to such xDSL loops, only in those instances where no loop conditioning is performed.
- 2.2 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.

3. AMENDMENT EFFECTIVE DATE

- 3.1 This Amendment shall be deemed effective ten (10) days following the date this Amendment is approved or is deemed to have been approved by the Illinois Commerce Commission under Section 252(e) of the Act

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), is a wholly owned subsidiary of Ameritech Corporation 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.

("Amendment Effective Date"); provided, however, as to CLEC and SBC Illinois, the 2-wire and 4-wire xDSL loop three (3) day provisioning interval shall be applied in accordance with Section 2.1.2 above.

4. TERM OF AMENDMENT

4.1 This Amendment shall not modify or extend the Effective Date or Term of the Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to 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 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 Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-ILLINOIS shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-ILLINOIS has adopted the FCC ISP terminating compensation plan ("FCC Plan") in ILLINOIS, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-ILLINOIS' right to exercise its option at any time to adopt on a date specified by SBC-ILLINOIS the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming

modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

6. MISCELLANEOUS

- 6.1 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.
- 6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.
- 6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Ameritech Advanced Data Services of Illinois, Inc.

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

By: David G. Hammock

By: Mike Auinbauh

Printed: DAVID G. HAMMOCK

Printed: Mike Auinbauh

Title: RVP - CARRIER / SUPPLIER MGMT

Title: AVP-Local Interconnection Marketing

Date: 10/13/2005

Date: 10-19-05

FACILITIES-BASED OCN # 3143

ACNA AAV