

**AMENDMENT NO. 7**  
**to the**  
**INTERCONNECTION AGREEMENT**

**by and between**

**ILLINOIS BELL TELEPHONE COMPANY**  
**d/b/a SBC ILLINOIS**

**AND**

**COMCAST PHONE OF ILLINOIS, LLC**

The Interconnection Agreement, which became effective on January 20, 2005 (“the Agreement”), by and between Illinois Bell Telephone Company Incorporated d/b/a SBC Illinois<sup>1</sup> (“SBC Illinois”) and Comcast Phone of Illinois, LLC (“Comcast”), is hereby amended as follows:

1. Sections 3.2.1.1, 3.2.1.2, 3.2.1.3, 3.2.1.4, 3.2.10 and 3.2.11 of Article III: Interconnection Pursuant to Section 251(c)(2) are added as follows:

3.2.1.1 At Comcast's option, interconnection can be established via a two-way trunking architecture. Comcast must select one trunking architecture option per LATA. The selected trunking architecture for Comcast's end-office switch must be used when the Parties implement local interconnection trunking between Comcast's end office switch and the SBC Illinois tandems and end-office switches in a LATA. The Parties' respective financial obligations relating to two-way trunking are set forth in Article IV, Section 4.3.1.2.

3.2.1.2 When two-way trunking is utilized, Comcast will establish a POI at all Tandems in a LATA. Using one or more of the methods of interconnection herein, the Parties will agree to a physical architecture plan for Interconnection in a specific LATA. Comcast and SBC Illinois agree to Interconnect their networks through existing and/or new Interconnection facilities between Comcast switch(es) and SBC Illinois End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Comcast's switch(es) and SBC Illinois' End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given LATA the plan will be documented and signed

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<sup>1</sup> Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC ILLINOIS" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State Of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

3.2.1.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Article III. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between Comcast and SBC Illinois.

3.2.1.4 Either Party, must provide thirty (30) days written notice of any intent to change the physical architecture plan.

3.2.10 Where Comcast has established Collocation in an SBC Illinois End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of Comcast.

### 3.2.11 TECHNICAL INTERFACES

3.2.11.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

3.2.11.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, SBC Illinois will provide any multiplexing required for DS1 facilities or trunking at their end and Comcast will provide any DS1 multiplexing required for facilities or trunking at their end.

3.2.11.3 When the Parties mutually agree on the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

2. Sections 3.2.8 and 3.8 of Article III: Interconnection Pursuant to Section 251(c)(2) are deleted and replaced by the following language:

3.2.8 Comcast is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet Point trunk groups as specified in Article V. SBC Illinois may allow, solely at its discretion, Comcast to use jointly provided Interconnection facilities to carry service traffic of this type.

3.8 Fiber Meet

- 3.8.1 Fiber Meet Interconnection between SBC Illinois and Comcast can occur at any mutually agreeable and technically feasible point between Comcast's premises and an SBC Illinois Tandem or End Office within LATA.
- 3.8.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Interconnection trunking shall be provisioned over this jointly provided facility.
- 3.8.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.8.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.
- 3.8.5 Either Party may initiate discussions to provide relief to existing facilities. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.
- 3.8.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.8.7 The Parties may mutually agree to the Fiber Meet method of obtaining interconnection as follows:
- 3.8.7.1 Comcast will provide fiber cable to the last entrance (or SBC Illinois designated) manhole at the SBC Illinois Tandem or End Office switch. SBC Illinois shall make all necessary preparations to receive and to allow and enable Comcast to deliver fiber optic facilities into that manhole. Comcast will provide a sufficient length of Optical Fire Resistant ("OFR") cable for SBC Illinois to pull through the SBC Illinois cable vault. Comcast shall deliver and maintain such strands wholly at its own expense up to the POI. In this case the POI shall be at the SBC Illinois designated manhole location.
- 3.8.8 Comcast location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SBC Illinois. This location is Comcast's responsibility to provision and maintain.

- 3.8.9 The SBC Illinois location includes all SBC Illinois FOT, multiplexing and fiber required to terminate the optical signal provided from Comcast. This location is SBC Illinois' responsibility to provision and maintain.
- 3.8.10 SBC Illinois and Comcast shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Article IV for the purposes of Interconnection.
- 3.8.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.8.12 Comcast and SBC Illinois will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in Article IV of this document.
3. Sections 4.3.1.1, 4.3.1.2, and 4.3.1.3 of Article IV: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), are added as follows:
- 4.3.1.1 The Parties may interconnect with each other via two-way trunks, at Comcast's option. Comcast must select one trunking architecture option per LATA. The selected trunking architecture for Comcast's end-office switch must be used when the Parties implement local interconnection trunking between Comcast's end office switch and the SBC Illinois tandems and end-office switches in a LATA.
- 4.3.1.2 In the event two-way trunking is utilized, the two-way trunking will be jointly provisioned and maintained. Comcast will be financially responsible for providing the facilities to the SBC Illinois Tandems. SBC Illinois will be financially responsible for providing the facilities between the SBC Illinois Tandems and the SBC Illinois End Offices, except as otherwise provided in Section 3.2.10 of Article III.
- 4.3.1.3 When two-way trunking is utilized, Comcast shall establish and maintain two-way trunk groups connected to each SBC Illinois Tandem Switch within the Exchange Areas served by such Tandem Switches, except as otherwise provided in Article V.
4. Section 4.3.5 of Article IV: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), is deleted and replaced by the following language:
- 4.3.5 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any SBC Illinois End Office and Comcast Switch Center at any time exceeds the CCS busy Hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct

trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan. SBC Illinois will be financially responsible for providing the facilities between the SBC Illinois Tandems and the SBC Illinois End Offices, except as otherwise provided in Section 3.2.10 of Article III.

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 OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

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

8. This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission.

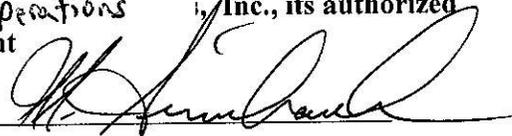
IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 26 day of Feb, 2005, by SBC Illinois, signing by and through its duly authorized representative, and Comcast, signing by and through its duly authorized representative.

**Comcast Phone of Illinois, Inc.**

By:   
Title: SVP + GM - TELEPHONY

Name: RIAN J. WREN  
(Print or Type)  
Date: 1/07/05

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

By:   
Title: SVP - Local Interconnection marketing  
Markets & Diversified Businesses

Name: Mike Auinbauh  
(Print or Type)  
Date: FEB 26 2005