

AMENDMENT NO. _____

TO INTERCONNECTION AGREEMENT

by and between

SBC COMMUNICATIONS, INC.

AND

MAXCESS, INC. –

**Arkansas, Connecticut, Illinois, Kansas, Nevada, Michigan, Missouri,
Oklahoma and Wisconsin**

The Interconnection Agreement (“the Agreement”) by and between SBC Communications Inc. covering Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, and MAXCESS, Inc. (“CLEC”) (a Florida corporation) is hereby amended as follows:

(1) Appendix UNE Remand is added to the Agreement and is attached in its entirety. (See Attachment “A”).

(2) The existing Appendix DSL is replaced with the latest Appendix DSL version and is attached in its entirety. (See Attachment “B”).

(3) The existing Appendix FCC Merger Conditions is replaced with the latest Appendix FCC Merger Conditions and is attached in its entirety. (See Attachment “C”).

(4) The existing Appendix Collocation is replaced with the latest Physical and Virtual Collocation Appendices and is attached in its entirety. (See Attachment “D”).

(5) All associated pricing will be replaced as needed and is attached. (See Attachment “E”).

(6) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(8) This Amendment shall be filed with and is subject to approval by the appropriate State Commission(s).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by SBC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

MAXCESS, Inc.

**Illinois Bell Telephone Company, The Michigan Bell Telephone Company and , Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, Nevada Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company
By SBC Communications, Inc., its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment SBC does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between MAXCESS, Inc. and SBC.