

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(AT&T Illinois))
and QuantumShift Communications, Inc.)
) 06-_____
Joint Petition for Approval of 3rd)
Amendment to the Interconnection)
Agreement dated May 12, 2006,)
pursuant to 47 U.S.C. § 252)

JOINT PETITION FOR APPROVAL OF 3RD AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
QuantumShift Communications, Inc. and AT&T Illinois

Illinois Bell Telephone Company (“AT&T Illinois”) and QuantumShift Communications, Inc. (“QuantumShift”) through counsel, hereby request that the Commission review and approve the attached 3rd Amendment to the Interconnection Agreement dated May 12, 2006, pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1), 252(e), (the “Act”). In support of their request, the parties state as follows:

1. The Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this Amendment to set forth such terms and conditions.

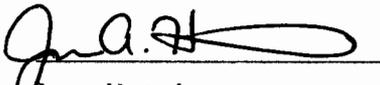
2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. Copies of the 3rd Amendment are available for public inspection in AT&T Illinois and QuantumShift’s public offices.

WHEREFORE, AT&T Illinois and QuantumShift respectfully request that the Commission approve the attached 3rd Amendment to the Interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

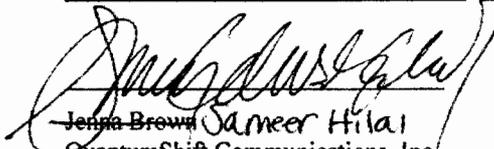
Respectfully submitted this 17 day of May, 2006.

AT&T
SBC ILLINOIS



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STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Eddie A. Reed, Jr., am Director-Contract Management for Southwestern Bell Telephone, L.P./Illinois Bell Telephone Company (AT&T Illinois) Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Approval of the 3rd Amendment to the Negotiated Interconnection Agreement between QuantumShift and AT&T Illinois.

The attached 3rd Amendment to the Interconnection Agreement (the "Agreement") between Illinois Bell Telephone Company and QuantumShift Communications, Inc. ("QuantumShift") was reached through voluntary negotiations between the parties. Accordingly, AT&T Illinois and QuantumShift request approval pursuant to Sections 252(a)(1), 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

The Amendment meets all the requirements of the Act and the Commission should approve it.

The Agreement is amended as follows:

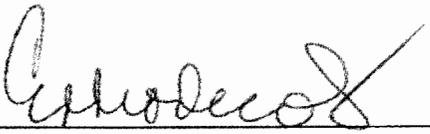
- Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:
- Dark Fiber Loops;
- DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;
- DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or
- Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).
- The above-listed element(s) are referred to herein as the "Affected Element(s)."

- Accordingly, pursuant to Rules 51.319(a) and (e), although AT&T shall continue to provide CLEC's embedded base of the Affected Element(s) (i.e., only Affected Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%*. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- CLEC will complete the transition of embedded base Affected Elements to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (12 or 18 months from the TRO Remand Order's effective date, as applicable). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to AT&T by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.
- This amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

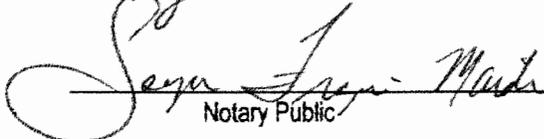
VERIFICATION

Eddie A. Reed, Jr. being duly sworn, states on oath that he is Director-Contract Management for Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas/Illinois Bell Telephone Company, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Amendment and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Eddie A. Reed, Jr.

Subscribed and sworn to before me this 11th day of May, 2006.



Notary Public



STATE OF CALIFORNIA)

)

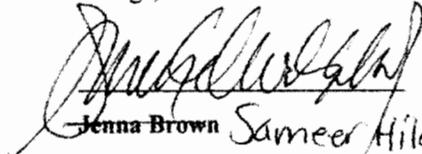
COUNTY OF ~~KEERN~~)

Contra Costa

VERIFICATION

Sameer Hila

~~Jenna Brown~~, being first duly sworn, states on oath that ~~he~~ ^{she} is ~~Manager - Regulatory~~ ^{Chief Operations Officer} Affairs for QuantumShift Communications, Inc. and that the facts stated in the foregoing Joint Petition for Approval of 3rd Amendment to the Interconnection Agreement and Statement in Support are true and correct to the best of his knowledge, information and belief.


~~Jenna Brown~~ Sameer Hila

Subscribed and sworn to before me this see attached day of August, 2005.

Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Contra Costa } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

Subscribed and sworn to (or affirmed) before me on this

11th day of April, 2006, by
Date Month Year
 (1) [Signature],
Name of Signer

- Personally known to me
 - Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)
- (and

(2) N/A,
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Yvonne Marie Bryant
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here