

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
XO COMMUNICATIONS SERVICES, INC.**

This Commingling Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company¹ d/b/a AT&T Illinois ("AT&T") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated November 1, 2001 (the "Agreement"); and

WHEREAS, the FCC released an order on August 21, 2003 in WC Docket No. 04-313 and CC Docket No. 01-338, (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003.

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No. 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005.

WHEREAS, the Illinois Commerce Commission released an order on November 2, 2005 in Docket No. 05-0442, which addressed the implementation of TRO and TRRO issues in CLEC amendments with AT&T Illinois.

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the Commingling determination of Docket No. 05-0442.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to replace Section 3.14.1 of the TRO Amendment to the Agreement between the Parties with the following language:

3.14.1 Commingling. Notwithstanding any other provision of the Agreement but subject to the conditions set forth in Section 3.14.2, AT&T Illinois will permit the commingling of a UNE or a combination of UNEs ("Qualifying UNEs") pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and wholesale services obtained from AT&T Illinois under a AT&T Illinois access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), to the extent required by Applicable Law. AT&T Illinois will allow for the commingling of UNEs and UNE combinations pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 with network elements unbundled pursuant to 47 U.S.C. § 271. Moreover, to the extent and so long as required by Applicable Law and subject to the limitations set

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "AT&T Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

forth below, AT&T Illinois shall, upon request of CLEC, perform the functions necessary to commingle Qualifying UNEs, or Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement will apply to the Qualifying UNEs. "Ratcheting," as that term is defined by the FCC shall not be required. "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T Illinois shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

3.14.2 AT&T ILLINOIS is not required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T Illinois' ability to retain responsibility for the management, control, and performance of its network; or (iii) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T Illinois network.

3.14.3 A list of Commingled Arrangements that will be available for ordering will be made available in the CLEC Handbook and posted on "CLEC Online." XO will be able to submit orders for any Commingled Arrangement on that list once posted on-line. Although the list may be modified, from time to time, at a minimum, AT&T Illinois' list of available commingled arrangements will include, but not be limited to the following:

- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination(i.e., SONET Service)#
- vi. Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 channel termination connected to channelized UNE
- viii. DS3 Dedicated Transport, via a 3/1 UNE mux#
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility
- xi. Special Access DS3 channel termination connected to a non-channelized UNE DS3 Dedicated Transport
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

3.14.4 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process described in the agreement. In any such BFR, CLEC must designate the UNE(s), combination of UNEs, and the facilities or services that CLEC is proposing to obtain at wholesale from AT&T ILLINOIS, including the location(s) the Request shall be deployed, the order in which such UNEs,

such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them

3.14.5 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the **Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such **record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the **recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. In entering into this Amendment, 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 remand therefore and any other federal or state regulatory, legislative or judicial actions, including any intervening law rights, which the Parties have not yet fully incorporated into this Agreement. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule,

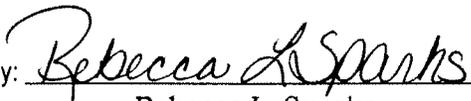
regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 13th day of February, 2007, by Illinois Bell Telephone Company d/b/a AT&T Illinois, signing by and through its duly authorized representative, and XO Communications Services, Inc., signing by and through its duly authorized representative.

XO Communications Services, Inc.

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

By: 

By: 

Name: **Heather B. Gold**
(Print or Type)
SVP-External Affairs

Name: Rebecca L. Sparks

Title: _____

Title: Executive Directory - Regulatory

Date: 2/13/07

Date: 2-13-07

FACILITIES-BASED OCN # _____

ACNA _____