

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
DSLNET COMMUNICATIONS, LLC**

This Amendment modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T") and DSLnet Communications, LLC ("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"), approved 5/8/2002 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the Illinois Commerce Commission's ("IL-CC's") Order in Case No. 05-0442 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Illinois Order"); and

WHEREAS, on September 21, 2007, the United States District Court for the Northern District of Illinois issued an order reversing, in part, the Illinois Order; and

WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

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

1. The TRO/TRRO Amendment, under the Illinois TRO/TRRO Attachment thereto, is amended as stated below:
 - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
 - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.3;
 - 1.3 The clause "serves a Mass Market Customer and " is deleted from the text of Section 0.1.4; and
 - 1.4 The text of Section 0.1.5 is removed in its entirety and replaced with "Intentionally left blank."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the IL-CC and shall become effective ten (10) days following approval by such Commission.

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

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

DSLnet Communications, LLC

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

By: Schula Hobbs

By: Eddie A. Reed, Jr.

Printed: Schula Hobbs

Printed: Eddie A. Reed, Jr.

Title: Director - Regulatory Affairs
(Print or Type)

Title: Director - Interconnection Agreements

Date: April 25, 2008

Date: 4.30.08

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