

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
LH TELECOM, INC.**

WHEREAS, effective December 1, 2004, the Illinois Commerce Commission has made changes to the Illinois Administrative Code (the "Code"), Title 83, Chapter I subchapter f, Part 725, Section 725.810 regarding the process for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point ("PSAP") or other governmental authority responsible for collection of such fees and surcharges, and

NOW, THEREFORE, the Parties agree that the existing Interconnection Agreement (the "Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois") and CLEC ("CLEC") is hereby amended as follows:

- (1) To the extent that the Agreement contains a "9-1-1" or "E9-1-1" section of the Resale Appendix¹ governing CLEC's resale operations, (hereafter, "Reseller CLEC"), the parties agree to add the following terms:
 - (A) Upon the Effective Date of this Amendment, and no later than November 30, 2005, the Parties hereby agree to comply with the changes made by the Illinois Commerce Commission to the Illinois Administrative Code (the "Code"), Title 83, Chapter I, subchapter f, Part 725, Section 725.810, regarding collection and remittance of all applicable 911 fees and surcharges. (B) The Reseller CLEC is responsible for remitting the aforementioned 9-1-1 surcharges or fees regardless of whether such 9-1-1 surcharges or fees are billed and/or collected from the Resale End User, and regardless of whether they are itemized on a per-line basis or simply included as a part of the overall charges assessed to the Resale End User.
 - (B) Beginning on the effective date of this Amendment, and no later than November 30, 2005, AT&T Illinois will cease billing the 9-1-1 surcharges to the Reseller CLEC on the monthly Resale Services bill, and AT&T Illinois will cease remitting the 9-1-1 surcharges to the applicable municipalities or government agencies on the Reseller CLEC's behalf. AT&T Illinois' obligations to route the Resale End User's 9-1-1 calls to the appropriate PSAP, and to administer the 9-1-1 database, where applicable, will remain unchanged by this change in billing processes.
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, 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 remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into 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); the FCC's Order on Remand (FCC 04-290) in WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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

¹ Or the 911 section of the standalone Resale Agreement, if a standalone Resale Agreement is in place.

Compensation Order”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001).

- (6) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission and hereinafter referred to as Effective Date of this Amendment.

LH Telecom, Inc.

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

By: James E Albee

By: Eddie A Reed, Jr

Name: James E. Albee
(Print or Type)

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: SVP - Finance
(Print or Type)

Title: Director-Interconnection Agreements

Date: 10/09/2008

Date: 10.29.08