

February 19, 2001

JT Ambrosi
PaeTec Communications, Inc.
290 Woodcliff Drive
Fairpoint, NY 14450

Dear JT,

Enclosed is a copy of the Joint Petition for approval of the First Amendment to the Interconnection Agreement between PaeTec Communications, Inc. and Ameritech Illinois for signature. Our Commission requires signed joint petition and notarized verification from both parties. A sample of our verification is attached.

Please return *signed Joint Petition and your notarized Verification* to me overnight mail.

My mailing address is:

Mary C. Velez
Ameritech
225 West Randolph, Room 27C
Chicago, IL 60606

Any questions, please feel free to call me on 312 551-9150.

Sincerely,

Enclosures

February 28, 2001

Ms. Donna Caton, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280

Dear Ms. Caton,

Enclosed please find the Joint Petition for Approval of the First Amendment to the Interconnection Agreement between Ameritech Illinois and PaeTec Communications, Inc.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Enclosures

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
and PaeTec Communications, Inc.)
) 01 -
Approval of the First Amendment to the)
Interconnection Agreement dated January 19, 2001)
pursuant to 47 U.S.C. §§ 252 (a)(1) and 252(e))

**Joint Petition for Approval of the First Amendment to the
Interconnection Agreement between
PaeTec Communications, Inc. and Ameritech Illinois**

Illinois Bell Telephone Company (“Ameritech Illinois”) and PaeTec Communications, Inc. (“PAETEC”), through counsel, hereby request that the Commission review and approve the attached First Amendment to the Interconnection Agreement dated January 19, 2001, pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996, 47 U.S.C. §§ 252 (a)(1) and 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 First Amendment to set forth such terms and conditions.

2. This Amendment to the Agreement is not discriminatory. Ameritech Illinois will make this Amendment available to any other telecommunications carrier operating within Ameritech Illinois’ service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act. This Amendment is consistent with the public interest, convenience and necessity.

3. Copies of the Amendment are available for public inspection in PAETEC and Ameritech Illinois’ public offices.

WHEREFORE, Ameritech Illinois and PAETEC respectfully request that the Commission approve the attached Amendment to the Interconnection Agreement under Section 252 of the Act as expeditiously as possible.

Respectfully submitted this _____ day of February 2001

Ameritech Illinois

PaeTec Communications, Inc.

Mark Kerber/Mary Beth Jorgensen
Ameritech Services, Inc.
225 West Randolph Street, 25D
Chicago, Illinois 60606
(312) 727-7140
Counsel

JT Ambrosi
PaeTec Communications, Inc.
290 Woodcliff Drive
Fairpoint, NY 14450
(716) 340-2528
Director/Carrier and Governmental Relations

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

PaeTec Communications, Inc.)
and ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
) **01 - _____**
Joint Petition for Approval of First Amendment to)
the Interconnection Agreement dated)
January 19, 2001, pursuant to 47 U.S.C. § 252)

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Lisa Dabkowski, am Area Manager-Negotiations for Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Approval of the First Amendment to the Interconnection Agreement between PaeTec Communications, Inc. and Ameritech Illinois.

The attached First Amendment to the Interconnection Agreement (the "Agreement") between Illinois Bell Telephone Company ("Ameritech Illinois") and PaeTec Communications, Inc. ("PAETEC") was reached between the parties. Accordingly, Ameritech Illinois and PAETEC requests approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

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

The Agreement is amended as follows:

- ◆ The parties agree that this First Amendment to the Agreement is applicable to this and any future Interconnection Agreements between the parties in this state through May 31, 2003, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. The provisions of this First

Amendment will govern any inconsistencies between the provisions of this First Amendment and other provisions of the current or future Interconnection Agreements through May 31, 2003.

- ◆ During the period June 1, 2000 through May 31, 2003, neither of the Parties will seek directly or indirectly to obtain alternate terms and conditions to those stated herein. PAETEC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this First Amendment. This waiver includes, but is not limited to any sale of PAETEC's assets, in which case PAETEC shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein. During the period January 1, 2001 through May 31, 2003, and except as stated in 3.1(b), the Parties waive any rights they may have under the Intervening/Change of Law provisions with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this First Amendment.
- ◆ In order to qualify for receipt of the reciprocal compensation rates provided in this First Amendment, PAETEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 3.1 through 3.4.
- ◆ The Agreement, as amended hereby, shall remain in full force and effect. On and from the First Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this First Amendment, whether or not reference is made to this First Amendment, unless the context shall otherwise specifically note.