

**AMENDMENT TO THE AGREEMENT
BETWEEN
MEDIACOM TELEPHONY OF ILLINOIS, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T Illinois") and Mediacom Telephony of Illinois, LLC ("CLEC"). AT&T Illinois and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Illinois and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 10, 2010 and as subsequently amended (the "Agreement"); and

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

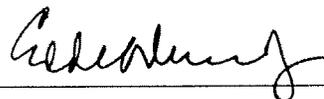
1. Incorporate the attached Out of Exchange Traffic Appendix into the underlying Interconnection Agreement.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission 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.

Mediacom Telephony of Illinois, LLC

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

By: 

By: 

Printed: Calvin Craib

Printed: Eddie A. Reed, Jr.

Title: President
(Print or Type)

Title: Director-Interconnection Agreements

Date: July 14, 2010

Date: 7-19-10

CLEC OCN 846F

ACNA LLJ

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 2.2).

2. DEFINITIONS

- 2.1 "Out of Exchange LEC (OE-LEC)", for purposes of this Attachment only, means CLEC when it is operating within AT&T ILLINOIS's incumbent local Exchange Area and also providing Telecommunications Services in another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling.
- 2.2 "Out of Exchange Traffic" for purposes of this Attachment only, is Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- 2.2.1 Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T ILLINOIS End User located in an AT&T ILLINOIS local Exchange Area; or
- 2.2.2 Originates from an AT&T ILLINOIS End User located in an AT&T ILLINOIS local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.

3. OUT OF EXCHANGE TRAFFIC

- 3.1 Interconnection services are available in accordance with Section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T ILLINOIS incumbent exchange in accordance with this Section 3.0.
- 3.2 The Parties acknowledge and agree that AT&T ILLINOIS is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within AT&T ILLINOIS's network and not in locations, such as territories of other ILECs, where AT&T ILLINOIS does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which AT&T ILLINOIS agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T ILLINOIS's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services.
- 3.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of AT&T ILLINOIS incumbent local Exchange Areas and desires to interconnect OE-LEC's network with AT&T ILLINOIS's network(s).
- 3.4 For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T ILLINOIS pursuant to Section 251(a) of the Act.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T ILLINOIS Exchange Areas and has a POI located within AT&T ILLINOIS Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such AT&T ILLINOIS Exchange Areas. Based upon the foregoing, the Parties agree that AT&T ILLINOIS's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T ILLINOIS will accept OE-LEC's Out of

Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from AT&T ILLINOIS's End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and AT&T ILLINOIS, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T ILLINOIS End Office.

- 4.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T ILLINOIS serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.
- 4.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.
- 4.5 If AT&T ILLINOIS is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T ILLINOIS End Office.
- 4.6 Except as otherwise provided in this Section 4.0, for OE-LEC originated/AT&T ILLINOIS terminated traffic or AT&T ILLINOIS originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 4.0, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T ILLINOIS shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T ILLINOIS (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an AT&T ILLINOIS Tandem. Any compensation due AT&T ILLINOIS for such misrouted traffic shall be paid by OE-LEC. AT&T ILLINOIS shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T ILLINOIS's Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).
- 4.10 AT&T ILLINOIS will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T ILLINOIS Exchange Areas, in AT&T ILLINOIS Tandems and End Offices using AT&T ILLINOIS's standard code opening timeframes.

5. INTERCARRIER COMPENSATION FOR OUT OF EXCHANGE TRAFFIC

- 5.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties shall be as set forth in Article 21 – Intercarrier Compensation of the interconnection agreement.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T ILLINOIS will exchange AT&T ILLINOIS InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T ILLINOIS will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the

originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the AT&T ILLINOIS Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T ILLINOIS exchange, AT&T ILLINOIS shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T ILLINOIS will not provision or be responsible for facilities located outside of AT&T ILLINOIS Exchange Areas.

- 6.2 The Parties agree that the AT&T ILLINOIS InterLATA Section 251(b)(5) Traffic from each AT&T ILLINOIS End Office will not overflow to an alternate route.
- 6.3 OE-LEC must provide AT&T ILLINOIS a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.