

**AMENDMENT**

**BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

**AND**

**RCLEC, INC.**



Signature: eSigned - John Marlow

Signature: eSigned - William A. Bockelman

Name: eSigned - John Marlow  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: General Counsel  
(Print or Type)

Title: Director  
(Print or Type)

Date: 03 Jul 2014

Date: 07 Jul 2014

RCLEC, Inc.

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

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS  
AND  
RCLEC, INC.**

This Amendment modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("**AT&T ILLINOIS**") and RCLEC, Inc. ("**CLEC**"). **AT&T ILLINOIS** 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 ILLINOIS** and **CLEC** are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "**Act**"), dated April 4, 2014 (the "**Agreement**");

**WHEREAS**, the Parties wish to amend the Agreement to reflect certain changes to the pricing of entrance facilities for interconnection as decided by the Supreme Court of the United States on June 9, 2011 in the *Talk America, Inc v. Michigan Bell Telephone Co.* d/b/a AT&T Michigan Opinion; and

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

1. Recitals. The above recitals are hereby incorporated in their entirety into this Amendment.
2. The Parties agree to amend the Network Interconnection Attachment to the Agreement to add the following rates, terms and conditions for Entrance Facilities used exclusively for Interconnection.

**8.0 Entrance Facilities Used Exclusively for Interconnection**

- 8.1 Entrance Facilities are the transmission facilities (typically wires or cables) that connect **CLEC's** network with **AT&T ILLINOIS'** network for the mutual exchange of traffic. These Entrance Facilities connect **CLEC's** network from **CLEC's** Switch or point of presence ("**POP**") within the LATA to the **AT&T ILLINOIS** Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and exchange access service.
- 8.2 **AT&T ILLINOIS** shall provide **CLEC** existing Entrance Facilities when used solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets attached hereto as Exhibit 1. An Entrance Facility is existing if, at the time of the **CLEC's** request, the facility is present in **AT&T ILLINOIS'** network and available for use as an Entrance Facility and no special construction is required.
- 8.3 **CLEC** may not purchase Entrance Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between **CLEC's** customer and **CLEC's** switch, or to carry traffic to and from its own end users), or (iii) 911, OS/DA, HVCI, Third Party and Meet Point Trunk Groups.
- 8.4 **CLEC** must submit Access Service Requests ("**ASR**") to **AT&T ILLINOIS** to perform conversions for reclassifications of the wholesale service or group of wholesale services to the rates referenced in the Pricing Sheets attached hereto. **AT&T ILLINOIS** will follow project guidelines as described in this Agreement.
- 8.5 **AT&T ILLINOIS** may audit **CLEC's** compliance with the use of Entrance Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, **CLEC's** compliance in Illinois with the conditions set forth in Sections 8.1-8.4 above ("**Entrance Facility Requirements**").
  - 8.5.1 **AT&T ILLINOIS** will send such Audit Notice to **CLEC** no less than thirty (30) calendar days prior to the date upon which **AT&T ILLINOIS** seeks to commence an audit and shall identify the independent auditor.

- 8.5.2 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Entrance Facility Requirements. The independent auditor's report will conclude whether CLEC complied in all material respects with the Entrance Facility Requirements.
- 8.5.3 **AT&T ILLINOIS** shall provide CLEC with a copy of the independent auditor's report within ten (10) business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the Commission. Prior to bringing a dispute to the Commission under this section, however, CLEC shall provide notice of the dispute to **AT&T ILLINOIS** so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC, and CLEC may not initiate a dispute resolution proceeding at the Commission until after expiration of this fourteen (14) day period.
- 8.5.4 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Entrance Facility Requirements, CLEC must remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by **AT&T ILLINOIS** for the difference between the amount billed by **AT&T ILLINOIS** and the amount that **AT&T ILLINOIS** would have billed had CLEC purchased the Entrance Facilities from the applicable **AT&T ILLINOIS** tariff at month-to-month rates plus late payment charges from the date that the noncompliance of the Entrance Facility Requirements, in whole or in part, began. CLEC shall submit orders to **AT&T ILLINOIS** to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities. CLEC shall submit orders to convert and/or disconnect Entrance Facilities within forty-five (45) days of the date on which CLEC receives a copy of the auditor's report. **AT&T ILLINOIS** reserves its rights to make the effective bill date for conversions forty-five (45) days after CLEC's receipt of a copy of the auditor's report. If CLEC disputes the auditor's finding and initiates a proceeding at the Commission for resolution of the dispute, CLEC may elect to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable **AT&T ILLINOIS** tariff in lieu of **AT&T** converting the Entrance Facilities identified in CLEC's dispute resolution before the Commission pending resolution.
- 8.5.5 With respect to any noncompliant Entrance Facility for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such forty-five (45) day time period, **AT&T ILLINOIS** will initiate and effect such a conversion on its own without any further consent by CLEC. **AT&T ILLINOIS** will take reasonable steps to avoid disruption to CLEC's customers' service or degradation in service quality in the case of conversion. **AT&T ILLINOIS** reserves its rights to make the effective bill date for conversions forty-five (45) days after CLEC's receipt of a copy of the auditor's report. In no event shall rates set forth in Exhibit 1 to this Amendment apply for the use of any Entrance Facility for any period in which the Entrance Facility does not meet the Entrance Facility Requirements. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to **AT&T ILLINOIS** and **AT&T ILLINOIS** shall retain any disputed amounts already paid by CLEC in addition to late payment charges.
- 8.5.6 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse **AT&T ILLINOIS** for 100% of the cost of the independent auditor. If the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse **AT&T ILLINOIS** in an amount that is in direct proportion to the number of circuits found to be non-compliant. The CLEC reimbursement in this Section 8.5.6 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this with the Commission followed by the Commission affirming the auditor's finding of noncompliance.

3. The Parties hereby agree to incorporate into the Pricing Sheets of the Agreement the rates as set forth in Exhibit 1 to this Amendment.
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, 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) calendar days following approval by such Commission.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Area	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	IL	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Area A	UZ1	UEYB1	A	\$ 73.46	NA	NA	
2	IL	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Area B	UZ1	UEYB2	B	\$ 61.45	NA	NA	
2	IL	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Area C	UZ1	UEYB3	C	\$ 61.56	NA	NA	
2	IL	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Area A	UZ3	UEYC1	A	\$ 686.47	NA	NA	
2	IL	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Area B	UZ3	UEYC2	B	\$ 768.77	NA	NA	
2	IL	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Area C	UZ3	UEYC3	C	\$ 752.87	NA	NA	
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area A	UZ1	CZ4X1	A	\$ 17.35	NA	NA	Per Point of Termination
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area B	UZ1	CZ4X2	B	\$ 17.35	NA	NA	Per Point of Termination
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area C	UZ1	CZ4X3	C	\$ 17.35	NA	NA	Per Point of Termination
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Area A	UZ1	1YZX1	A	\$ 1.88	NA	NA	Per Mile
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Area B	UZ1	1YZX2	B	\$ 1.88	NA	NA	Per Mile
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Area C	UZ1	1YZX3	C	\$ 1.88	NA	NA	Per Mile
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area A	UZ3	CZ4X1	A	\$ 146.93	NA	NA	Per Point of Termination
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area B	UZ3	CZ4X2	B	\$ 146.93	NA	NA	Per Point of Termination
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area C	UZ3	CZ4X3	C	\$ 146.93	NA	NA	Per Point of Termination
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Area A	UZ3	1YZX1	A	\$ 29.81	NA	NA	Per Mile
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Area B	UZ3	1YZX2	B	\$ 29.81	NA	NA	Per Mile
2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Area C	UZ3	1YZX3	C	\$ 29.81	NA	NA	Per Mile
2	IL	Multiplexing	DS3 to DS1 - Area A	UZ3	QM3X1	A	\$ 404.30	NA	NA	
2	IL	Multiplexing	DS3 to DS1 - Area B	UZ3	QM3X2	B	\$ 404.30	NA	NA	
2	IL	Multiplexing	DS3 to DS1 - Area C	UZ3	QM3X3	C	\$ 404.30	NA	NA	