

**AMENDMENT**

**BETWEEN**

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

**AND**

**XO COMMUNICATIONS SERVICES, LLC**



Signature: *Greg Heagy*

Signature: *Patrick Doherty*

Name: Greg Heagy  
(Print or Type)

Name: Patrick Doherty  
(Print or Type)

Title: Director - Regulatory Contacts  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 12/23/2014

Date: 1-5-15

XO Communications Services, LLC

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

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	2796	7056	7056
	8414	8950	8950
		099C	

Description	ACNA Code(s)
ACNA(s)	TQW AFY

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS  
AND  
XO COMMUNICATIONS SERVICES, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and XO Communications Services, LLC ("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 ILLINOIS's service territory in the State(s) of Illinois.

**WITNESSETH:**

**WHEREAS**, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on October 30, 2001 (the "Agreement"); and

**WHEREAS**, AT&T ILLINOIS, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

**WHEREAS**, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. 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. However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.