

AMENDMENT

BETWEEN

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

AND

TW TELECOM OF ILLINOIS LLC



Signature: eSigned - Gary Black Jr

Signature: eSigned - William A. Bockelman

Name: eSigned - Gary Black Jr
(Print or Type)

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

Title: Vice President
(Print or Type)

Title: Director
(Print or Type)

Date: 26 Dec 2014

Date: 31 Dec 2014

tw telecom of illinois llc
By: tw telecom holdings inc., its sole member

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

State	Resale OCN	CLEC OCN
ILLINOIS	8402	138G

Description	ACNA Code(s)
ACNA(s)	TIM

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
TW TELECOM OF ILLINOIS LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and tw telecom of illinois 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 12, 2012 (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. The parties agree to replace Notices Section of the General Terms and Conditions in the underlying agreement with the following:
 24. **Notices**
 - 24.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 24.1.1 delivered personally, delivered by express delivery service or mailed via U.S. certified mail, with postage prepaid and a return receipt requested.

24.1.2 delivered by facsimile provided CLEC and/or AT&T MIDWEST REGION 5-STATE has provided such information in Section 24.3 below.

24.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T MIDWEST REGION 5-STATE has provided such information in Section 24.3 below.

24.2 Notices will be deemed given as of the earliest of:

24.2.1 the date of actual receipt; or

24.2.2 the date of refusal of delivery; or

24.2.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. on a business day in the recipient's time zone, but the next business day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone or if delivered on a non-business day.

24.2.4 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt if delivered prior to 5:00 p.m. on a business day in the recipient's time zone, but the next business day when delivered at 5:00 p.m. or later in the recipient's time zone or if delivered on a non-business day; and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T MIDWEST REGION 5-STATE.

24.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Gary Black VP Carrier Relations/ Level 3 Communications
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.blackjr@level3.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

24.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 24. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

24.5 AT&T MIDWEST REGION 5-STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

4. 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.

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. 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.