

**AMENDMENT TO
INTERCONNECTION AGREEMENT – ILLINOIS**

by and between

ILLINOIS BELL TELEPHONE COMPANY

AND

ESSEX TELCOM, INC.

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone Company and Essex Telcom, Inc. (“CLEC”), approved by the Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

- 1.1 Replace DSL with XDSL(Including Line Sharing or HFPL) Appendix which is attached hereto and incorporated herein by this reference.
- 1.2 Replace OS with OS Appendix which is attached hereto and incorporated herein by this reference.
- 1.3 Replace DA with DA Appendix which is attached hereto and incorporated herein by this reference.
- 1.4 Add Pricing Table regarding XDSL and OS/DA which is attached hereto and incorporated herein by this reference.

2.0 MISCELLANEOUS

- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.2 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”); the FCC’s Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC’s Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“*ISP Compensation Order*”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Illinois Bell Telephone Company reserves its right to exercise its option at any time in the future to adopt on a date specified by Illinois

Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- 2.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 2.4 This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Illinois Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ESSEX TELCOM, INC.

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**ILLINOIS BELL TELEPHONE COMPANY
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

Name: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

AECN/OCN # _____