

**AMENDMENT _____
to the
INTERCONNECTION AGREEMENT –ILLINOIS**

by and between

AMERITECH ILLINOIS

AND

NUVOX COMMUNICATIONS OF ILLINOIS, INC.

This Amendment No. _____ to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) is dated as of _____, 2001, by and between The Illinois Bell Telephone Company d/b/a Ameritech Illinois (“Ameritech”) and Nuvox Communications of Illinois, Inc. formerly known as Gabriel Communications of Illinois, Inc., with its principal offices at 16650 Chesterfield Grove Ste. 110 Chesterfield, MO 63006 (“NUVOX”).

WHEREAS, Ameritech and Gabriel Communications of Illinois, Inc. (“GABRIEL”) are the parties to that certain “Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996” which was executed on or about August 7, 2000 (the “Agreement”); and

WHEREAS, Gabriel has changed its name to ‘Nuvox Communications of Illinois, Inc.’, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Ameritech and Nuvox Communications of Illinois, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from “Gabriel Communications of Illinois, Inc.” to “Nuvox Communications of Illinois, Inc.”
2. Ameritech shall reflect that name change from “Gabriel Communications of Illinois, Inc.” to “Nuvox Communications of Illinois, Inc.” only for the main billing account (header card) for each of the accounts previously billed to Gabriel Communications of Illinois, Inc. Ameritech shall not be obligated, whether under this Amendment or otherwise, to make any other changes to Ameritech’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing Nuvox Communications of Illinois, Inc. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Gabriel Communications of Illinois, Inc. with Ameritech for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, Nuvox Communications of Illinois, Inc. shall operate with Ameritech under the “Nuvox Communications of Illinois, Inc.” name for those accounts. Such operation shall include, by way of example only, submitting orders under Nuvox Communications of Illinois, Inc., and labeling (including re-labeling) equipment and facilities with Nuvox Communications of Illinois, Inc.
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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
6. This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission (IL-CC).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2001, by Ameritech Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Nuvox Communications of Illinois, Inc.

**SBC Telecommunications, Inc.
as agent for Ameritech Illinois**

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Illinois does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights in section 30.6 under the Interconnection Agreement between Nuvox Communications of Illinois, Inc. and Ameritech Illinois.