



Janet Arnold
Area Manager-
External Affairs

AT&T Services, Inc.
220 SE 6th Ave
Room 505
Topeka, KS 66603

785.276.6863 Office
janet.arnold.1@att.com

April 20, 2015

Ms. Elizabeth Rolando, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62794-9280

Dear Ms. Rolando:

Pursuant to Code Part 763.1120(a), AT&T Illinois hereby makes electronic submission of the 8th Amendment to the Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale and Level 3 Communications, L.L.C.

If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Janet Arnold".

Janet Arnold

Attachment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS

AND

LEVEL 3 COMMUNICATIONS LLC



Signature: eSigned - Gary Black

Signature: eSigned - William A. Bockelman

Name: eSigned - Gary Black
 (Print or Type)

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

Title: VP-Carrier Relations
 (Print or Type)

Title: Director
 (Print or Type)

Date: 17 Mar 2015

Date: 17 Mar 2015

Level 3 Communications LLC

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

State	CLEC OCN
ILLINOIS	5602 5315

Description	ACNA Code(s)
ACNA(s)	LGG

**AMENDMENT TO THE AGREEMENT
BETWEEN
LEVEL 3 COMMUNICATIONS LLC
AND
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois") and Level 3 Communications LLC ("Level 3"). AT&T Illinois and Level 3 are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Illinois and Looking Glass Networks, Inc. ("Looking Glass") are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on April 17, 2001 in Docket 01-0059 ("Looking Glass Agreement");

WHEREAS, AT&T Illinois and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on June 02, 2005 in Docket 05-0177 ("Agreement");

WHEREAS, Level 3 has purchased all of the assets of Looking Glass in Illinois, including those associated with the Looking Glass Agreement ("Looking Glass Assets") and Looking Glass' ACNA and OCN;

WHEREAS, AT&T Illinois and Level 3 intend that with Level 3's acquisition of Looking Glass' Assets that Looking Glass' Agreement be terminated and the obligations between AT&T Illinois and Level 3, including those associated with the Looking Glass' Assets, be governed by Level 3's Agreement; and

WHEREAS, Level 3 will add the ACNA and OCN listed in Section 3 and Section 4 of this Amendment to Level 3's Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T Illinois and Level 3 agree to amend Level 3's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and pricing sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Looking Glass Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Level 3 shall be responsible for all charges previously assessed against Looking Glass' ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA LGG and OCN 5315 and 5602, starting on and continuing after the Amendment Effective Date.
3. The Parties hereby add the ACNA "LGG" to the Agreement.
4. The Parties hereby add the OCN "5315 and 5602" to the Agreement.
5. AT&T Illinois shall reflect that name change from "Looking Glass Networks, Inc." to "Level 3 Communications LLC" only for the main billing account (header card) for each of the accounts previously billed to Looking Glass. AT&T Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Illinois' records with respect to those accounts previously billed to Looking Glass, including to the services and items provided and/or billed thereunder or under the Agreement.

AMENDMENT – ASSUME COMPANY CODES AND TERMINATE AGREEMENT/AT&T ILLINOIS

PAGE 2 OF 3

LEVEL 3

021915

6. Level 3 shall operate with AT&T Illinois under the "Level 3" name for all accounts previously billed to Looking Glass. Such operation shall include, by way of example only, submitting orders under Level 3, and labeling (including re-labeling) equipment and facilities with "Level 3".
7. Level 3 is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Level 3, or by AT&T Illinois on behalf of Level 3, for updating billing accounts previously billed to Looking Glass and End User records.
8. A Collocation Reassignment of Space Application ("Application") is required for each individual site transferred from Looking Glass to Level 3. Level 3 shall submit, within thirty (30) days of the Amendment Effective Date, one (1) complete and accurate Application for each physical or virtual collocation arrangement to be transferred. On each such Application, Level 3 shall check the "Reassignment of Space" and "Reassignment of Space ACNA Change" boxes in Section Three. Level 3 shall include a copy of this Amendment with each Application. If Level 3 does not submit the required Application for any collocation arrangement within the time period set forth above, the transfer of such collocation arrangement and associated Wholesale Services agreed to herein may become null and void at the sole option of AT&T Illinois.
9. The Parties agree to delete and replace in its entirety Section 17 of the General Terms and Conditions with the following:

17. Notices

- 17.1 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:
 - 17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 17.1.2 delivered by facsimile provided CLEC and/or AT&T Illinois has provided such information in Section 17.3 below.
 - 17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T Illinois has provided such information in section 17.3 below.
- 17.2 Notices will be deemed given as of the earliest of:
 - 17.2.1 the date of actual receipt;
 - 17.2.2 the next Business Day when sent via express delivery service;
 - 17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 17.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. 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.
 - 17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt 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 Illinois.

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP - Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-2000
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.Black@Level3.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 th 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

17.4 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 17.0. 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.

17.5 AT&T Illinois 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.

10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Application Fee	XVG++ XN6++ XPG++ XS6++	NRFXK			\$503.95		Per Request
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Project Management Fee - Space Reassignment	XVG++ XN6++ XPG++ XS6++	NRFXL			\$2,883.10		Per Request
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS0/DSL Block	XVG++ XN6++ XPG++ XS6++	NRFXM			\$15.33		Per 100 pair block
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS1 Block	XVG++ XN6++ XPG++ XS6++	NRFXN			\$6.02		Per 28 DS1s
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS3 Coax Cable	XVG++ XN6++ XPG++ XS6++	NRFXO			\$4.90		Per cable
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Fiber Cable Block	XVG++ XN6++ XPG++ XS6++	NRFXP			\$91.95		Per 12 pair cable
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Fiber Jumper Block	XVG++ XN6++ XPG++ XS6++	NRFXQ			\$61.30		Per 4 jumpers
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Power and tag cables	XVG++ XN6++ XPG++ XS6++	NRFXR			\$107.28		Per 1-4 feeds
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Timing Source and tag cable	XVG++ XN6++ XPG++ XS6++	NRFXS			\$122.60		Per cable
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Timing Record Book Update	XVG++ XN6++ XPG++ XS6++	NRFXT			\$45.98		Per element
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Interconnection Records Update	XVG++ XN6++ XPG++ XS6++	NRFXU			\$296.61		Per element
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Power Records Update	XVG++ XN6++ XPG++ XS6++	NRFXV			\$355.94		Per element
12	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Vendor Engineering	XVG++ XN6++ XPG++ XS6++	NRFXW			\$711.88		Per Space Reassignment job
12	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Restencil Power and tag cables	XVG++ XN6++ XPG++ XS6++	NRFY6			\$107.28		Per 1-4 feeds
12	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Restencil Power and tag cables	XVG++ XN6++ XPG++ XS6++	NRFYA			\$107.28		Per 1-4 feeds