

**AMENDMENT
TO
INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

between one or more of

Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
Michigan Bell Telephone Company d/b/a AT&T Michigan,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
The Ohio Bell Telephone Company d/b/a AT&T Ohio,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a AT&T Connecticut
Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas,
AT&T Arkansas and AT&T Texas,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin

and

Level 3 Communications, LLC

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ ("AT&T-13STATE") and Level 3 Communications, LLC ("CLEC") ("Agreement") is hereby amended as follows:

- I. Appendix for Access to AT&T-13STATE Structures (Poles, Conduits, and Rights of Way) which is attached hereto and incorporated herein by this reference shall be added to the Agreement.
- II. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review : *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the

¹ The AT&T-13STATE ILECs previously operated under d/b/a's that had "AT&T" instead of "AT&T" in the d/b/a names set forth hereinabove.

FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and 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), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"); provided, however, to the extent CLEC has entered into a 13-state Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("First Amendment"), nothing in this paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' First Amendment, in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the First Amendment), POIs or trunking requirements that are the subject of the First Amendment for the period from January 1, 2005 through December 31, 2006. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **AT&T-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **AT&T-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **AT&T-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **AT&T-13STATE's** right to exercise its option at any time to adopt on a date specified by **AT&T-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AS AMENDED SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. This Amendment shall be filed with and is subject to approval by each of the states respective state commission and shall become effective following approval by such state commission. In Arkansas, this amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. In Ohio, based on the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing. Prior to such state commission approval or filing,
- V. CLEC and **AT&T-13STATE** hereby enter into an interim arrangement, effective upon signature by both parties, for early implementation prior to the approval of the Amendment by the applicable state commission. This interim arrangement will be governed by the terms of the Amendment until the applicable state commission approves the Amendment.
- VI. If the applicable state commission refuses to approve the Amendment, CLEC and AT&T-13STATE agree that, within ten (10) business days of receipt of written notice of such state commission refusal, the Parties shall either (i) meet to negotiate a new amendment or (ii) sign a revised amendment that complies with any modifications required by the applicable state commission. If CLEC does neither (i) nor (ii) within the prescribed ten (10) business day interval, and such failure is not due in whole or in part to any action or inaction on the part of **AT&T-13STATE**, or if CLEC terminates the Agreement before approval, CLEC (a) shall promptly reimburse **AT&T-13STATE** for any and all actual and demonstrable costs incurred by **AT&T-13STATE** to engage in such early implementation activities (regardless of whether **AT&T-13STATE** is entitled to independently recover for such services under the Amendment, Agreement or under applicable tariffs), and (b) approve the disconnection of any products, services and facilities ordered by CLEC and contemplated under the terms of the Amendment. Notwithstanding the foregoing, CLEC does not waive and hereby expressly reserves all of its rights and remedies with respect to any such products, services and facilities. If **AT&T-13STATE** fails to do either (i) or (ii) above, then **AT&T-13STATE** shall not be entitled to disconnect or otherwise terminate any affected products, services or facilities. Upon Commission approval, this Section VI expires.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 30th day of June, 2006, by **AT&T-13STATE**, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Level 3 Communications, LLC

Illinois Bell Telephone Company d/b/a AT&T Illinois;
Indiana Bell Telephone Company Incorporated d/b/a
AT&T Indiana; Michigan Bell Telephone Company d/b/a
AT&T Michigan; Nevada Bell Telephone Company d/b/a
AT&T Nevada; The Ohio Bell Telephone Company d/b/a
AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T
California, The Southern New England Telephone
Company d/b/a AT&T Connecticut; Southwestern Bell
Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri,
AT&T Kansas, AT&T Arkansas and AT&T Texas;
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T
Operations, Inc., its authorized agent

Signature: [Signature]

Name: Andrea Gavalas
(Print or Type)

Title: vice President
(Print or Type)

Date: 6/27/06

Signature: [Signature]

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 6-30-06

FACILITIES-BASED OCN # 4932

ACNA LVC