

**AMENDMENT  
to the  
INTERCONNECTION AGREEMENT**

**by and between**

**ILLINOIS BELL TELEPHONE COMPANY,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED,  
MICHIGAN BELL TELEPHONE COMPANY DBA AMERITECH MICHIGAN,  
THE OHIO BELL TELEPHONE COMPANY,  
WISCONSIN BELL, INC. DBA AMERITECH WISCONSIN**

**AND**

**AMERITECH ADVANCED DATA SERVICES OF ILLINOIS, INC.  
AMERITECH ADVANCED DATA SERVICES OF INDIANA, INC.  
AMERITECH ADVANCED DATA SERVICES OF MICHIGAN, INC.  
AMERITECH ADVANCED DATA SERVICES OF OHIO, INC.  
AMERITECH ADVANCED DATA SERVICES OF WISCONSIN, INC.**

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company dba Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. dba Ameritech Wisconsin (Ameritech) and Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. (“CLEC”), approved by the Illinois Commerce Commission, Indiana Utilities Regulatory Commission, Michigan Public Service Commission, Public Utilities Commission of Ohio, and Public Service Commission of Wisconsin is hereby amended as follows:

**1.0 AMENDMENTS TO THE AGREEMENT**

- 1.1 Appendix HFPCL – High Frequency Portion of Centrex Facilities has been replaced with an updated version and is attached hereto in its entirety.**
- 1.2 Appendix Pricing – HFPCL Pricing Appendix has been replaced and is attached hereto in its entirety to reflect the changes made to the interconnection agreement.**

**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 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.
- 2.3 This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission (IL-CC), Indiana Utilities Regulatory Commission (IN-URC), Michigan Public Service Commission (MI-PSC), Public Utilities Commission of Ohio (PUC-OH), and Public Service Commission of Wisconsin (PSC-WI)

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, and Ameritech Wisconsin signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Ameritech Advanced Data Services of Illinois, Inc./Ameritech Advanced Data Services of Indiana, Inc./Ameritech Advanced Data Services of Michigan, Inc./Ameritech Advanced Data Services of Ohio, Inc./Ameritech Advanced Data Services of Wisconsin, Inc.**

**\* Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin by SBC Telecommunications, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or Type)

Title: President - Industry Markets

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. \_\_ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this amendment, Ameritech does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"),

which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech 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.