

**AMENDMENT TO  
INTERCONNECTION AGREEMENTS**

**by and between**

**Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

**and**

**Comcast Phone of Wisconsin, LLC**

- 1.0** The currently effective Interconnection Agreements, by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC”) and Comcast Phone of Wisconsin, LLC (“CLEC”) are hereby amended as follows:

Appendix Network Interconnection Methods (NIM) is amended to add the following as a new paragraph - Section 4.7.1:

CLEC may purchase SS7 from the SBC interstate or intrastate access tariffs rather than under the interconnection terms and conditions provided in this NIM Appendix. Provided however, when CLEC purchases SS7 from such tariff, no fees or compensation associated with SS7 service (including reciprocal compensation) will be charged by either party beyond the rates applicable under the access tariff from which such service is purchased.

- 2.0** All other terms and conditions of the Agreements remain unchanged.
- 3.0** This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
- 4.0** Except as modified herein, all other terms and conditions of the underlying agreements shall remain unchanged and in full force and effect.
- 5.0** In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, 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, et. al 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 (rel. Aug. 21, 2003) including, without limitation, the 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); the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand

Order”); 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), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002).

- 6.0** Illinois, Wisconsin, Indiana and Michigan: The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the state commission and shall become effective ten (10) days following approval by such Commission. **FOR OHIO ONLY:** The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio (“PUCO”). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.
- 7.0** This Amendment shall be filed with and subject to approval by the state commissions in Illinois, Indiana, Ohio, Wisconsin and Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by SBC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Comcast Phone of Wisconsin, LLC**

**Illinois Bell Telephone Company d/b/a SBC  
Illinois, Indiana Bell Telephone Company  
Incorporated d/b/a SBC Indiana, Michigan  
Bell Telephone Company d/b/a SBC  
Michigan, The Ohio Bell Telephone  
Company d/b/a SBC Ohio, Wisconsin Bell,  
Inc. d/b/a SBC Wisconsin, by AT&T  
Operations, Inc., their authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: AVP-Local Interconnection Marketing

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

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

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_