



Richard T. Howell
Area Manager – Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, TX 75202
T: (214) 757-8099
F: (214) 746-2232
rh2514@att.com
www.att.com

November 21, 2016

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

Ms. Rolando:

Pursuant to Code Part 763.1120(a), AT&T Illinois hereby makes electronic submission of the 28th Amendment to the Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale and XO Communications Services, LLC.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Richard T. Howell".

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Gegi Leeger

Signature: eSigned - William A. Bockelman

Name: eSigned - Gegi Leeger
(Print or Type)

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

Title: Director - Privacy and Regulatory Affairs
(Print or Type)

Title: Director
(Print or Type)

Date: 09 Nov 2016

Date: 09 Nov 2016

XO Communications Services, LLC

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

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	2796,8414	7056,8950	7056,8950

Description	ACNA Code(s)
ACNA(s)	TQW,AFY

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
XO COMMUNICATIONS SERVICES, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and XO Communications Services, LLC ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS's service territory in the State(s) of Illinois.

WITNESSETH:

WHEREAS, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"); and

WHEREAS, AT&T ILLINOIS, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. For Illinois, Indiana and Michigan: 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: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For example,

if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.