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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 10th Amendment to the Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale and US Signal Company, L.L.C.

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,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

AND

US SIGNAL COMPANY, L.L.C.



Signature: eSigned - Barbara Boshoven

Signature: eSigned - William A. Bockelman

Name: eSigned - Barbara Boshoven
(Print or Type)

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

Title: Vice President of Corporate Affairs
(Print or Type)

Title: Director
(Print or Type)

Date: 10 Nov 2016

Date: 10 Nov 2016

US Signal Company, L.L.C.

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

| State | CLEC OCN |
|----------|----------|
| ILLINOIS | 9195 |
| MICHIGAN | 9197 |
| OHIO | 9198 |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | RVF |

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO
AND
US SIGNAL COMPANY, L.L.C.**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO (“AT&T ILLINOIS, MICHIGAN AND OHIO”) and US Signal Company, L.L.C. (“CLEC”). AT&T ILLINOIS, MICHIGAN AND OHIO and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”. This Amendment applies in AT&T ILLINOIS, MICHIGAN AND OHIO’s service territory in the State(s) of Illinois, Michigan and Ohio.

WITNESSETH:

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

WHEREAS, the Parties agree to add terms and conditions related to Performance Measurements to the Agreement; and

WHEREAS, AT&T ILLINOIS, MICHIGAN AND OHIO, 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. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and for the state of Michigan, Exhibit A – Attachment 9 - Performance Measurements, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree that the terms and conditions set forth in the Performance Measurements, Exhibit A attached hereto, shall be incorporated into the Agreement.
3. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
4. 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.
5. 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.

EXHIBIT A
ATTACHMENT 09 –
PERFORMANCE MEASUREMENTS

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1.0 General Provisions

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-21STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations and within this Agreement.
- 1.2 AT&T-21STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-21STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T-21STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-21STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T-21STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

- 2.1 AT&T MIDWEST REGION 5-STATE Requirements:
- 2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.
- 2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.
- 2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:
- 2.1.3.1 Illinois – 83 IL. Administrative Code Part 731
 - 2.1.3.2 Indiana – Cause No. 41657
 - 2.1.3.3 Michigan – Case No. U-11830
 - 2.1.3.4 Ohio – Case No. 00-942-TP-COI

- 2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)
 - 2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.
- 2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 of the AT&T MIDWEST REGION 5-STATE Remedy Plan.
- 2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:
- 2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.
- 2.4 AT&T SOUTHWEST REGION 5-STATE Requirements:
- 2.4.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.
- 2.5 AT&T CALIFORNIA Requirements:
- 2.5.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/l. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.
- 2.6 AT&T NEVADA Requirements:
- 2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.