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May 23, 2008

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48909

Re: MPSC Case No. U-12798, Interconnection Agreement Between AT&T Michigan and Broadwing Communications, LLC

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the **Eleventh Amendment** to the Interconnection Agreement by and between AT&T Michigan and Broadwing Communications, LLC. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the enclosed Amendment onto AT&T Michigan's website at:

http://www.sbc.com/search/regulatory.jsp?category=WWW.SBC.COM/LARGE-FILES/RIMS/INTERCONNECTION_AGREEMENTS/MICHIGAN

Additional copies of the Amendment are available on this web site.

Very truly yours,

A handwritten signature in black ink, appearing to read "Craig A. Anderson".

Enclosures

cc: Mr. Richard Thayer

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of)
An Interconnection Agreement between)
Broadwing Communications, LLC)
and various AT&T Inc.)
owned companies, including AT&T Michigan)

Case No. U- 12798

JOINT APPLICATION

AT&T Michigan¹ and Broadwing Communications, LLC hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Eleventh Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on March 29, 2001 (Agreement). In support of this joint application, AT&T Michigan and Broadwing Communications, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed an Eleventh Amendment to the Agreement. On September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order (Order) reversing, in part, the Michigan Public Service Commission's TRO/TRRO order in Case No. U-14447. The Eleventh Amendment revises the definition of business lines to comply with the Order and the FCC's rule which provides that entrance facilities are not required to be provided by incumbent carriers to CLECs on an unbundled basis. A copy of the Eleventh Amendment to the Agreement, fully executed by the parties on May 22, 2008, is submitted with this joint application as Exhibit A.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

2. The Eleventh Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Eleventh Amendment meets all statutory criteria for Commission approval.

WHEREFORE, AT&T Michigan and Broadwing jointly request Commission approval of the 11TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

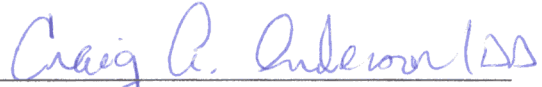
Respectfully submitted,

Broadwing Communications, LLC



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(720) 888-2620

Counsel for AT&T Michigan



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(313) 223-8033

Dated: 4-8-08

MAY 23, 2008

Exhibit A
Case No. U-12798

ELEVENTH AMENDMENT

Executed as of May 22, 2008

TO

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

by and between

AT&T MICHIGAN

and

BROADWING COMMUNICATIONS, LLC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and Broadwing Communications, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Michigan's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 3/29/2001 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties amended said Agreement pursuant to the Michigan Public Service Commission's ("MI-PSC") Order in Case No. U-14447 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Michigan Order"); and

WHEREAS, on September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order reversing, in part, the Michigan Order; and

WHEREAS, the Parties desire to amend the Agreement to reflect the Court's decision.

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

1. In the Amendment to Interconnection Agreement approved 2/28/2006 (the "TRO/TRRO Amendment"), under the Michigan TRO/TRRO Attachment thereto:

- 1.1 The text of Section 0.1.12 is removed in its entirety and replaced with the following:

Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

- 1.2 The text of Sections 1.1(i) is removed in its entirety and replaced with the following:

Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T Michigan's networks.) In accordance with Paragraph 140 of the TRRO, nothing in this

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Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to interconnect with AT&T Michigan's network pursuant to Section 251(c)(2) of the Act for the exchange of traffic;

- 1.3 In Section 6.3.5, the parenthetical "(e.g., entrance facility)" is removed twice, so that the provision now reads as follows:

Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. Reservation of Rights. 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. This Amendment shall be filed with and is subject to approval by the MI-PSC and shall become effective ten (10) days following approval by such Commission.

Broadwing Communications, LLC

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Operations, Inc. its authorized
agentBy: Jamie MoyerBy: Eddie A. Reed, Jr.Printed: Senior Director, Interconnection Services

Printed: Eddie A. Reed, Jr.

Title: Jamie Moyer

Title: Director-Interconnection Agreements

Date: 4-8-08Date: 5-22-08

Resale OCN #

UNE OCN #

Switch Based OCN # 4088ACNA - FOC