

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(SBC Illinois))
and IDT AMERICA, CORP.)
) 05 - _____
Joint Petition for Approval of 3rd)
Amendment to the Interconnection)
Agreement dated December 19, 2005)
pursuant to 47 U.S.C. § 252)

JOINT PETITION FOR APPROVAL OF 3RD AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
IDT America, Corp. and SBC Illinois

Illinois Bell Telephone Company (“SBC Illinois”) and IDT America, Corp. (“IDT America, Corp.”) through counsel, hereby request that the Commission review and approve the attached 3rd Amendment to the Interconnection Agreement dated December 19, 2005, pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1), 252(e), (the “Act”). In support of their request, the parties state as follows:

1. The Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this Amendment to set forth such terms and conditions.
2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.
3. Copies of the 3rd Amendment are available for public inspection in SBC Illinois and IDT America, Corp.’s public offices.

WHEREFORE, SBC Illinois and IDT America, Corp. respectfully request that the Commission approve the attached 3rd Amendment to the Interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 27th day of December, 2005.

SBC ILLINOIS

James Huttenhower-KBA

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Counsel

IDT AMERICA, CORP.

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(973) 438-3891
~~Local Services Manager~~ *President*

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STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Eddie A. Reed, Jr., am Director-Contract Management for Southwestern Bell Telephone, L.P./Illinois Bell Telephone Company (SBC Illinois) Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Approval of the 3rd Amendment to the Negotiated Interconnection Agreement between IDT America, Corp. and SBC Illinois.

The attached 3rd Amendment to the Interconnection Agreement (the "Agreement") between Illinois Bell Telephone Company ("SBC Illinois") and IDT America, Corp. ("IDT America, Corp.") was reached through voluntary negotiations between the parties. Accordingly, SBC Illinois and IDT America, Corp. request approval pursuant to Sections 252(a)(1), 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

The Amendment meets all the requirements of the Act and the Commission should approve it.

The Agreement is amended as follows:

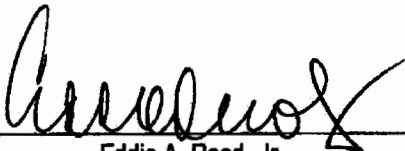
- The 911 and/or E911 provisions in the underlying Agreement have been updated in accordance with the requirements of the Illinois Commerce Commission's order in Docket 04-0071 which addresses changes to Title 83, Chapter I, Subchapter F, Part 725 Section 725.810 of the Illinois Administrative Code. The Reseller agrees to remit the applicable 911 surcharges or fees directly to the applicable municipalities or government agencies for each Resale End User it serves. No later than November 30, 2005, SBC Illinois will cease billing the 911 surcharges to the CLEC on the monthly bill and SBC Illinois will cease remitting the 911 surcharges to the applicable municipalities or government agencies on the CLEC's behalf.

- This amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

VERIFICATION

Eddie A. Reed, Jr., being duly sworn, states on oath that he is Director-Contract Management for Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas/Illinois Bell Telephone Company, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Amendment and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Eddie A. Reed, Jr.

Subscribed and sworn to before me this 16th day of December, 2005.



Notary Public

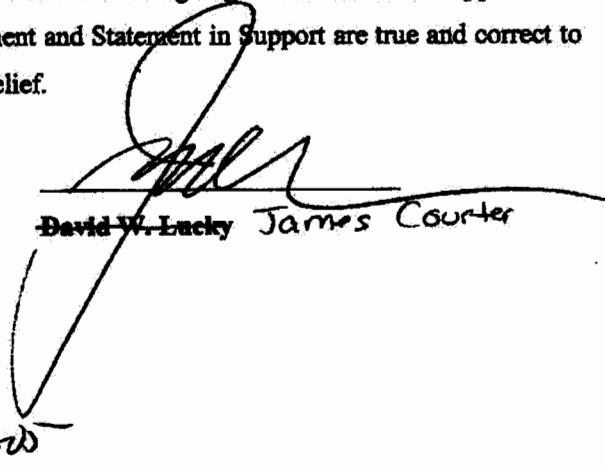


STATE OF NJ)

COUNTY OF Essex)

VERIFICATION


James Courter President
~~David W. Lucky~~, being first duly sworn, states on oath that he is ~~Local Services Manager~~
for IDT America, Corp. and that the facts stated in the foregoing Joint Petition for Approval of
3rd Amendment to the Resale Agreement and Statement in Support are true and correct to
the best of his knowledge, information and belief.


David W. Lucky James Courter

Subscribed and sworn

to before me this

6 day of December ²⁰⁰⁸



Notary Public

MARIA T. TUERO
A Notary Public of New Jersey
My Commission Expires: 1/28/09