

Exhibit 2 (Part 1)

TRIENNIAL REVIEW AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SBC ILEC d/b/a SBC STATE
AND
CLEC

This Amendment is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between SBC ILEC d/b/a SBC State¹ ("SBC State") and CLEC ("CLEC").

WHEREAS, SBC State and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, the Federal Communications Commission ("FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98 and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, pursuant to the terms of the Parties' Agreement, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO; and

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO Attachment attached hereto. The TRO Attachment shall apply notwithstanding other provisions contained in the Agreement, SBC tariff or an SBC-13STATE Statement of Generally Available Terms and Conditions ("SGAT"), unless, at CLEC's option, it orders from a SBC-13STATE tariff or SGAT. References to this Amendment shall include the TRO Attachment, and the following Appendices to this Amendment: [specify].
2. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not necessarily be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Without limiting the effect of Section 2, above, certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in the TRO Attachment attached to this Amendment, as is more specifically set forth in the TRO Attachment. It is the Parties' intent that substance shall control over form.
4. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2 and 3, above. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be

¹ Enter appropriate footnote from end of amendment template.

deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

5. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, the Parties' tariffs or any SBC-13STATE SGAT, nothing contained in this Amendment shall limit either Parties' right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the *State Commission*, the FCC, any court or any other governmental authority related to, concerning or that may affect either Parties' obligations under the Agreement, this Amendment, a tariff, SBC-13STATE SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit"), and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit.
 - a. Notwithstanding any other change of law provision in the Agreement, this Amendment, tariff or any SBC-13STATE SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed provisions shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse and vacate any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed and vacated provisions shall be voidable at the written election of either Party.
 - b. Except as provided in Section 1.3, should the D.C. Circuit or the United States Supreme Court remand any or all of the TRO's provisions to the FCC for further proceedings without vacating those provisions, the terms and conditions of this Amendment that relate to the remanded provisions shall remain in effect during the pendency of the remand proceeding. In the event of a stay, or reversal and vacatur, CLEC shall purchase and access UNEs and related services in accordance with the terms of the Agreement and the remaining effective terms of this Amendment, and/or, at CLEC's option, SBC-13STATE's tariffs and SGATs.
6. To the extent they are not inconsistent with the terms and conditions set forth below applicable to other UNEs, the terms and conditions of the Agreement related to the Network Interface Device UNE shall continue to govern.
7. Where processes for any UNE requested pursuant to this Agreement are not already in place, the Parties will comply with any applicable Change Management guidelines and Applicable Law.
8. This Amendment shall be filed with and is subject to approval by the **Commission Name**, and shall become effective ten (10) days following **[for Ohio: effective upon approval]** approval by such Commission.

This Triennial Review Amendment amends the Interconnection Agreement between **SBC ILEC** d/b/a **SBC State** ("SBC-13STATE"), and **[FULL CLEC NAME]** ("CLEC").

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date set forth below.

CLEC

SBC-13STATE

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____