

**AMENDMENT NO. 3
to the
INTERCONNECTION AGREEMENT**

by and between

**WISCONSIN BELL TELEPHONE COMPANY
d/b/a SBC WISCONSIN**

AND

TCG MILWAUKEE

The Interconnection Agreement, which became effective on July 9, 2002 (“the Agreement”), by and between Wisconsin Bell Telephone Company d/b/a SBC WISCONSIN (“SBC”) and TCG Milwaukee (“TCG”), is hereby amended as follows:

WHEREAS, Section 30.10 of the Agreement identifies the notice contacts and the method by which notices are sent; and

WHEREAS, Section 30.10 of the Agreement further states that either party may change its notice contacts by sending a letter to the other party; and

WHEREAS, TCG and SBC choose now to modify TCG’s notice contacts by amendment;

NOW, THEREFORE, the parties agree as follows:

1. Section 30.10 of the Agreement is hereby amended in its entirety to read as follows:

30.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by facsimile; provide that a confirmation copy is sent by the method described in (a), (b), or (c) of this Section 30.10, to the following addresses of the Parties:

If to TCG:

Billing Notices:

**For SBC Notices Involving Billings by TCG
US Postal Service or Overnight Delivery:**

TCG
Carrier Billing Manager
200 South Laurel Avenue
Middletown, NJ 07748
Notice Fax: 732-368-8930
Phone for Overnight Package: 732-420-6180.

**For SBC Notices Regarding Bills to TCG
US Postal Service or Overnight Delivery:**

Tom Rooney, TCG Carrier Billing Manager
ABM North - Room 335
429 Ridge Road
Dayton, New Jersey 08810
Notice Fax: 732-392-4115
Phone for Overnight Package: 732-392- 4045

All Notices Other than Billing:

TCG Vice President
c/o Kathleen Whiteaker
TCG District Manager
809 Cobblestone Court
Cedar Hill, Texas 75104
972-291-8867 (Fax); 972-293-8608 (voice contact)

With a copy of all notices to the following:

Mark Brown
Senior Attorney
TCG
1200 Peachtree NE, Room 8067
Atlanta, Georgia 30309-3579
404-810-5901 (Fax); 404-810-6746 (voice contact)

If to SBC:

SBC 13 State Contact
Contract Management
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, Texas 75202-5398
214-464-2006 (Fax)

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when the notice is sent via express mail or personal delivery, (iii) five (5) days after mailing in the case of first class or certified U.S. mail or (iv) with respect to facsimile, on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at the 5:00 p.m. or later in the recipient's time zone.

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, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
4. This Amendment shall be filed with and subject to approval by the Indiana Utilities Regulatory Commission. Notwithstanding such approval, the Parties agree to implement this Amendment once it is fully executed by both Parties.
5. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, released on August 21, 2003, and published in the Federal Register on September 2, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17th day of Jun., 2004, by SBC, signing by and through its duly authorized representative, and TCG, signing by and through its duly authorized representative.

TCG Milwaukee

**Wisconsin Bell Telephone Company
d/b/a SBC WISCONSIN by SBC
Telecommunications, Inc., its
authorized agent**

By: Kathleen Whiteaker

By: [Signature]

Title: District Manager

Title: President - Industry Markets

Name: Kathleen Whiteaker
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Date: 12-19-03

Date: 1-12-04