

**FIRST ADDENDUM TO
 AGREEMENT BETWEEN WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
 AND VERIZON WIRELESS
 FOR HIGH CAPACITY DIGITAL TRANSPORT SERVICE AND
 OC-12 SONET RING SERVICE**

This First Addendum, dated _____ (the “**Effective Date**”), is intended to modify the Agreement Between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“**SBC Wisconsin**”) and Verizon Wireless for High Capacity Digital Transport Service and OC-12 SONET Ring Transport Service (the “**Agreement**”) entered into between SBC Wisconsin, a Wisconsin corporation with offices at 722 N. Broadway, Milwaukee, WI 53202, and Verizon Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless (“**Customer**”), with offices at 15725 W. Ryerson Road, New Berlin, Wisconsin 53151.

I. BACKGROUND & PURPOSE

This First Addendum is intended to increase the capacity of the SONET Ring provided under the Agreement from Optical Carrier Level 12 (“**OC-12**”) to Optical Carrier Level 48 (“**OC-48**”), (“**Madison Market**”).

II. AMENDMENTS

- A. All references to “Optical Carrier level 12” or “OC-12” in the Agreement, upon the Effective Date of this First Addendum, shall be deleted and replaced by “Optical Carrier Level 48” or “OC-48.”
- B. The first pricing table in Section 3.1 of the Agreement, titled “OC-12 SONET Ring Service”, shall be deleted and replaced by the following pricing table:

OC- 48 SONET Ring Service

Description	Monthly Rate Per Unit
OC-48 Customer Node	\$ 3,784.00
OC-48 C.O. Node	\$ 3,520.00
Add/Drop	\$ 440.00
OC-12 Ports	\$ 312.40
OC-3 Ports	\$ 118.80
DS3 Ports	\$ 96.80
Mileage	\$ 193.60

- C. Installation charges associated with the OC-48 SONET Ring Service subject to this Addendum shall be waived.

III. CONTINUED EFFECTIVENESS OF OTHER TERMS & CONDITIONS

All other terms and conditions of the Agreement shall remain the same and continue in effect.

Agreed by the Parties as of the date set forth above.

**Verizon Personal Communications LP
d/b/a Verizon Wireless**

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____