

**COLLOCATION POWER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
TDS METROCOM, LLC f/k/a TDS METROCOM, INC.**

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) by and between Wisconsin Bell, Inc., d/b/a SBC Wisconsin (“**SBC Wisconsin**”) and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. (“**CLEC**”) is dated, _____, 2004.

WHEREAS, SBC Wisconsin and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Act**”) approved by the Wisconsin Public Service Commission (“**State Commission**”), as may have been amended prior to the date hereof (the “**Agreement**”).

WHEREAS, the Parties want to amend the Agreement to establish an agreed methodology for charging for collocation DC Power, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
2. CLEC is purchasing pursuant to Terms and Conditions of Appendix Collocation effective June 16, 2002 and amended pursuant to Settlement Stipulation 6720-TI-161 effective March 11, 2004. This Amendment memorializes the Parties’ bilateral agreement on how certain rates related to monthly recurring collocation DC Power charges (DC Power Consumption) shall be billed by SBC Wisconsin to CLEC to all such arrangement(s), and to any additional collocation arrangements (whether physical, virtual or cageless) that CLEC may establish during the term of the Amendment. Accordingly, this Amendment shall apply to any such existing or additional arrangement(s) only as to application of these monthly recurring DC power charges in accordance with the Amendment’s provisions.
3. By executing this Amendment, CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or “**AMPs**”) provided by SBC Wisconsin for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all “**A**” **AMPs** and all “**B**” **AMPs**). Based upon CLEC’s representation and warranty and other good and valuable consideration as set forth herein, SBC Wisconsin shall prospectively bill the CLEC for DC collocation power consumption as follows:

- For DC collocation power consumption, a monthly recurring rate of \$10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application; and

4. By way of example, where SBC Wisconsin has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], based upon CLEC's above representation and warranty SBC Wisconsin shall prospectively bill the CLEC the monthly recurring DC Power Consumption charge of \$10.61 per AMP for a total of twenty (20) AMPs (i.e., \$212.20 per month).

5. The provisions of this Amendment shall remain effective until such time as the State Commission changes, by means of a final order issued in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Wisconsin's collocation DC power, or until expiration or termination of this Amendment, whichever occurs first. If the foregoing is triggered by a cost proceeding changing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Effective Date of this Amendment until such time as the State Commission issues a final order in a cost proceeding changing the rates for collocation provided under 47 U.S.C. §251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Wisconsin's collocation DC power.

6. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Wisconsin's Tariff, or of the manner in which SBC Wisconsin has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the making of this Amendment.

7. For 18 months after the effective date of this amendment, CLEC agrees to refrain from a) initiating or participating in any proposal to base DC collocation power charges on a metered "as used, per amp" basis or b) initiating any proposal to reduce SBC Wisconsin's DC collocation power rates. CLEC also agrees that this amendment does not confer any new rights with respect to reducing power in its collocation arrangements. The current SBC Wisconsin power reduction charges, policies and practices will be unaffected by this Amendment. The parties acknowledge that they have no remaining disputes with respect to past charges for DC collocation power and that any pending complaints related to such charges have either been dismissed or will be dismissed in the near future.

8. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("**Amendment Effective Date**"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment

shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, without limitation, 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); the FCC’s Triennial Review Order, released on August 21, 2003; 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are “legitimately related” as that phrase is understood under Section 252(i) of Title 47, United States Code.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.

Wisconsin Bell Inc., d/b/a SBC Wisconsin, by its Authorized Agent SBC Telecommunications, Inc.

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* Senior Vice President -
Industry Markets & Diversified Businesses

Date: _____

Date: _____

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