AMENDMENT NO. 11

TO INTERCONNECTION AGREEMENT
By and Between
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
AT&T COMMUNICATIONS OF WISCONSIN, L.P.

The Interconnection Agreement, dated July 9, 2002 ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a SBC WISCONSIN[1] ("SBC WISCONSIN") and AT&T Communications of Wisconsin, L.P. ("AT&T") is hereby amended as follows:

(1) Delete from the Pricing Schedule under AT&T Network Interconnection Services, the "Per Trunk Group" notation listed by the DS1 Collocation Termination Charges per DS1, and the following non-recurring AT&T Network Interconnection Services rate elements and associated prices charged by AT&T to SBC WISCONSIN:

Installation per DS1 Trunk Group, Service Order Charge per Order, and Engineering Charge per DS1 Trunk Group.

(2) Section 4.3.1.1 of Article IV: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), is added as follows:

4.3.1.1 The Parties agree that non-recurring charges associated with Local Interconnection ASR ordering and provisioning requests for Local only trunks, Combined Local/IntraLATA trunks and InterLATA Meet Point trunks shall not apply. SBC WISCONSIN will not charge AT&T for the Administration Charge, per ASR; the Order Processing Charge, per ASR; the Design and Central Office Connection Charge, per Circuit; and the Carrier Connection

[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

Charge per Termination, and AT&T will not charge SBC WISCONSIN for the Service Order Charge per Order, the charge for the Installation per DS1 Trunk Group, and the Engineering Charge per DS1 Trunk Group.

(3) Section 31.8 of Article XXXI: Ameritech Collocation, is deleted and replaced by the following language:

31.8 SBC WISCONSIN must Interconnect with AT&T at a DS1 bandwidth. AT&T may allow Interconnection at other bandwidths where technically feasible and mutually agreed to by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing Schedule. The DS1 Collocation Termination monthly recurring and non-recurring charges apply per terminated DS1 at the SBC WISCONSIN POI at each AT&T Switch Center or POI in the LATA. AT&T will apply the DS1 Collocation Termination charges based on the total aggregate number of terminated DS1s at the SBC WISCONSIN POI regardless of the number of AT&T switches that SBC WISCONSIN interconnects with at the AT&T Switch Center or POI in the LATA. If the facility is terminated to AT&T at a DS3 level, SBC WISCONSIN will incur 28 DS1 Collocation Termination charges and must purchase DS3 to DS1 multiplexing from AT&T. AT&T may, at its option, waive the DS3 to DS1 multiplexing charges.

(4) 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.

(5) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin ("PSCW"), but shall become effective fifteen (15) days after execution by both Parties

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(7) 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 (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in this Agreement or

which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and 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), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.