

AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Amendment”) is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC Wisconsin”)¹ and Level 3 Communications, LLC (“Level 3”).

WHEREAS, SBC Wisconsin and Level 3 are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin (“PSCW” or “Commission”) for approval, and may have been amended prior to this Amendment (the “Agreement”);

WHEREAS, the PSCW issued an order (“187 Order”) in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element (“UNE”) loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSCW issued an order (“Category 3 Order”) in Docket 6720-TI-161, establishing an IDLC conversion charge applicable to UNE loops that are included in the Agreement; and

WHEREAS, the parties agreed to incorporate into the Agreement the new rates established by the 187 Order and the Category 3 Order.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. AMENDMENT TO THE AGREEMENT

1.1 The Agreement is hereby amended by referencing and incorporating the following:

1.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the 187 Order and the Category 3 Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

1.1.2 The rates and rate structures in Attachment A shall begin to apply on the effective date of the underlying Agreement (“Rate Effective Date”). That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 2 of this Amendment) back to the effective date of the Agreement (with SBC Wisconsin performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.²

2.1 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide Level 3 with the ability to obtain and/or order such network elements as UNEs. Rather, Level 3 must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC’s *Order and Notice of Proposed Rulemaking*, FCC 04-179,

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names “SBC Wisconsin” and “SBC Ameritech Wisconsin”, pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier (“Adopting Level 3”) should adopt, directly or indirectly, this Amendment or provisions thereof (“MFN Provisions”) pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting Level 3, following the date the MPSC approves or is deemed to have approved the Adopting Level 3’s Section 252(i) adoption (“Section 252(i) Effective Date”). In no event shall an Adopting Level 3 be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004)

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 1.1.2 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's 187 Order and Category 3 Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 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 (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, without limitation, the following actions: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al 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 (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); provided, however, to the extent Level 3 has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' First Amendment Superseding Certain Inter-carrier Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from January 1, 2005 through December 31, 2006.

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or Level 3 from taking any position with respect to the 187 Order, Category 3 Order, or any other PSCW order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 187 Order, Category 3 Order, or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

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

Level 3 Communications, LLC

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

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____