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July 1, 2003

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Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin, and Time Warner Telecom.

Dear Ms. Dorr:

Wisconsin Bell, Inc. hereby requests approval, pursuant to 47 U.S.C. 252, of the enclosed Amendment to the Interconnection Agreement between Wisconsin Bell, Inc. and Time Warner Telecom. This Amendment amends the Interconnection Agreement Under Section 251 and 252 of the Telecommunication Act of 1996 between Wisconsin Bell, Inc. and Time Warner Telecom dated July 1, 2003.

I have been authorized by Time Warner Telecom to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed amendment.

Pamela H. Sherwood
Vice president of Regulatory
Midwest Region
Time Warner Telecom
4625 86th Street, Suite 500
Indianapolis, IN 46268
317. 713. 8977

by overnight mail on July 1, 2003

Very Truly Yours,



James F. Jermain

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"), dated June 30, 2003, is by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Time Warner Telecom of Wisconsin, L.P. ("TWTC"). SBC Wisconsin and TWTC are referred to individually herein as a Party and collectively as the Parties.

WHEREAS, SBC Wisconsin and TWTC are parties to a certain interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as may have been amended prior to the date hereof, which was approved by the Wisconsin Public Service Commission ("WPSC") on June 29, 2002 (the "Agreement");

WHEREAS, on July 10, 2003, the WPSC is issuing its final order in that certain docket entitled Investigation Into Ameritech Wisconsin's Unbundled Network Elements, Docket No. 6720-TI-161 (the "Order"), which will set forth new TELRIC-based rates for Unbundled Network Elements ("UNEs") and other products and services available to CLECs from incumbent local exchange providers in the State of Wisconsin; and

WHEREAS, the Parties desire to amend the Agreement to provide that, upon the effective date stated in the Order, the rates specified in the Order shall be automatically incorporated into the Agreement and shall replace the rates currently stated therein.

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

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 Subject to Section 6.4 of this 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.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by incorporating the following:
 - 2.1.1 The included rate schedule and selected pricing is hereby added to the Pricing Appendix to provide as follows:

"The Parties understand and agree that the rates stated in this Pricing Appendix will be in effect only until the effective date of the Wisconsin Public Service

Commission's order establishing final rates in Investigation Into Ameritech Wisconsin's Unbundled Network Elements, Docket No. 6720-TI-161 (the "Order"). The final rates stated in the Order shall be automatically incorporated into this Agreement and shall replace the rates, prices and charges currently stated herein. As soon as practical following the effective date of the Order, SBC Wisconsin shall begin billing TWTC the rates set forth in the Order; provided, however, the Parties acknowledge and agree that prior to July 17, 2003, the Parties shall compile a conforming price list that accurately reflects the rates established by the Commission in its Order and shall file that price list with the Commission."

- 2.1.2 The included rate schedule and selected pricing is hereby added to the Pricing Appendix to provide as follows:

"If and to the extent required by the Order, the Parties shall retroactively true-up rates billed by SBC Wisconsin and paid by TWTC hereunder with the rates established by the Commission in its Order."

- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment

- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment, in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between TWTC and SBC Wisconsin following WPSC approval, or, if absent such WPSC approval, the date such Agreement is deemed approved by operation of law, and (ii) the true-up date specified by the WPSC in the Order.

3. AMENDMENT EFFECTIVE DATE

- 3.1 This Amendment shall be effective upon approval by the WPSC pursuant to Section 252(e) of the Act or, absent such WPSC approval, on the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed to and submitted is rejected and/or modified by the WPSC, 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 WPSC; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to pursue any rights available to it under the Agreement or applicable law.

4. TERM OF AMENDMENT

- 4.1 This Amendment will become effective as of the Amendment Effective Date and will terminate on the termination or expiration of the Agreement; provided, however, that this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment incorporates certain rates into the Agreement that will be established by the Commission in its Order. The Parties further acknowledge and agree that because the rates being incorporated herein are Wisconsin state-specific rates, neither the rates nor any legitimately related terms qualify for portability into Illinois under 220 ILCS 5/13-801(b), Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555, or any other state or federal statute, regulation, order or legal obligation.

6. RESERVATIONS OF RIGHTS

- 6.1 The Parties acknowledge and agree that the rates that will be incorporated into the Agreement as of the effective date of the Commission's Order are subject to legal and equitable rights of review and remedies (including, without limitation, agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays or modifies such Order or otherwise affects any of the rates incorporated into the Agreement as a result of such Order, either Party may, by providing written notice to the other Party, require that such rates be deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement.
- 6.2 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments 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, 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); or 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); Rather, in entering into this Amendment,

each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, proceedings and legislation, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving their other rights, the Parties acknowledge and agree that SBC Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and as of the date of that election by SBC Wisconsin, all ISP-bound traffic is subject to the FCC's Plan. In entering into this Amendment, SBC Wisconsin reserves its right to seek conforming modifications to this Agreement as a result of SBC Wisconsin having invoked the FCC's Plan in Wisconsin, to incorporate the rates, terms and conditions of such Plan into this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- 6.3 Nothing in this Amendment shall constitute a waiver by either Party as to any rights each Party may have as to any arguments, assertions, and/or positions as to the Order, including, without limitation, any rights of appeal and/or associated review. In entering into this Amendment, each Party expressly reserves any and all rights it may have as to the Order and/or the subject-matters addressed in the Order including, without limitation, any rights of appeal and/or associated review and/or in any pending or future regulatory, judicial or legislative proceedings and/or negotiations. Nothing herein shall constitute a concession or admission by any Party and shall not foreclose any Party from taking any position in the future in any forum addressing any rates, prices or costs for any product or service.
- 6.4 Sections 6.1, 6.2, and 6.3 are cumulative and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

- 7.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. This Amendment does not extend the term of the Agreement. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

- 7.2 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.
- 7.3 This Amendment constitutes the entire amendment of the Agreement with respect to the subject matter hereof and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Section 2.3 of this Amendment.

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

Time Warner Telecom of Wisconsin, L.P.,
 By: Time Warner Telecom General Partnership, Its general partner
 By: Time Warner Telecom Holdings Inc., Its general partner

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

By: Tina Davis

By: Mike Avinbaub

Printed: Tina Davis
 Vice President and
 Deputy General Counsel

Printed: Mike Avinbaub

Title: _____
 (Print or type)

Title: VP-Local Interconnection Marketing
 (Print or type)

Date: 7-1-03

Date: 7/1/03