

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
MCI WORLDCOM Communications, Inc.**

WHEREAS, Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC Wisconsin”) and MCI WORLDCOM Communications, Inc. (“CLEC”) entered into an Interconnection Agreement (the “Agreement”); and

WHEREAS, the Parties are willing through this Amendment to extend the term of this Agreement and amend the change of law and intervening law rights; and

WHEREAS, the underlying Agreement permits the Parties to mutually agree to amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the underlying Agreement as follows:

- 1.0 **Amended Change of Law/Intervening Law.** In exchange for amending the term and termination clauses in the Agreement (as set forth in Section 2 of this Amendment), the Parties agree that applicable change of law and intervening law provisions shall be superseded and replaced with the following:

“This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of the results of arbitration by the Commission. If any action of the State of Wisconsin or the federal government, including regulatory, legislative or judicial action, materially affects (i) the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement or (ii) the rates, terms or conditions of the Agreement itself, the affected provision shall be amended consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party (“Written Notice”). In the event of any such Written Notice, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. Specifically, 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 to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the Agreement. In entering into this Amendment, the Parties acknowledge and agree that they have not yet modified any of the Agreement or Amendment provisions that may have been or may be impacted by any regulatory, legislative or judicial action that has occurred since the Effective Date of the Agreement, including any of the government action identified in this Amendment Section 3.4, below. Notwithstanding that the Parties have not yet modified any of the Agreement or Amendment provisions to reflect any such government action, the Parties agree that such governmental action should be reflected in the rates, terms and conditions of the Agreement and Amendment. Accordingly, either Party may invoke this Section with regard to such government action, even after the effective date of the Amendment or the Agreement.”

- 2.0 **Amended “Term” and “Renegotiation of Certain Terms” Articles.**

2.1 The Parties agree that the term and termination provisions of the Agreement shall be superseded and replaced with the following:

“The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on April 30, 2004. This Agreement shall continue in full force and effect thereafter until (i) superseded in accordance with the requirements of this Article or (ii) terminated pursuant to the requirements of Article 21.1.1 below. No earlier than one-hundred forty (140) days before the expiration of the Term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.

If this Agreement continues in full force and effect after the expiration of the Term and neither side requests negotiations for a superceding agreement nor agrees to renew the Agreement, then either Party may terminate this Agreement upon 90 days advance written notice, subject to the requirements below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Article other than its obligations below.

Upon termination of this Agreement pursuant to the section immediately above

Each Party shall continue to comply with its contractual obligations in the Survival clause, if any, of the Agreement; and

Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into a third party, interest-bearing escrow

Each Party's confidentiality obligations shall survive; and

Each Party 's indemnification obligations shall survive.”

3.0 ADDITIONAL TERMS AND CONDITIONS

- 3.1 This Amendment shall be effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act (“Amendment Effective Date”).
- 3.2 This Amendment, including any acts taken pursuant thereto, shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any of the applicable tariffed rates, rate elements, or associated charges, including but not limited to any FCC or Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such tariffs, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.
- 3.3 **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED**, including the rates, rate elements, and associated charges for UNEs under the Agreement.
- 3.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, 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, 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); 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

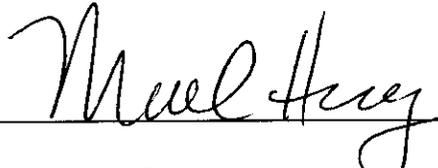
96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002); or/and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

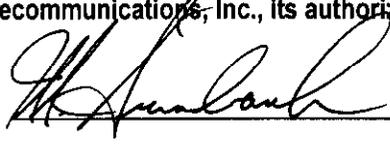
- 3.5 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any issue or subject addressed or implicated in this Amendment or the underlying Agreement, or from raising and pursuing its rights and abilities with respect to the same, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 3.6 The Parties acknowledge and agree that the provisions set forth above are each legitimately related to, conditioned on, and consideration for, every other rate, term and condition of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

MCI WORLDCOM COMMUNICATIONS, INC.

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

By: 
Name: Marcel Henry
(Print or Type)

By: 
Name: **Mike Auinbaub**
(Print or Type)

Title: Vice-President, NCCM
(Print or Type)

Title: *For/* President-Industry Markets

Date: 6/30/03

Date: **JUL 07 2003**

FACILITIES-BASED OCN #: _____ ACNA: _____