AMENDMENT NO. 1

TO INTERCONNECTION AGREEMENT

By and Between

WISCONSIN BELL TELEPHONE COMPANY d/b/a SBC WISCONSIN

AND

AT&T COMMUNICATIONS OF WISCONSIN, L.P.

The Interconnection Agreement, which became effective on July 9, 2002 ("the Agreement"), by and between Wisconsin Bell Telephone Company d/b/a SBC Wisconsin ("SBC Wisconsin") and AT&T Communications of Wisconsin, L.P. ("AT&T"), is hereby amended as follows:

1.0 The following language has been added to Article 34, as Section 34.6.1:

34.6.1 Reverse Directory Assistance (RDA) - An informational service which consists of providing listed local and national name and address information associated with a telephone number that AT&T End Users provide.

2.0 The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

3.0 This Amendment is subject to the provisions in the underlying Agreement, including, but not limited to, Section 29.3: Amendment or Other Changes to the Act; Reservation of Rights.

4.0 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5.0 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

6.0 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of June, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and AT&T, signing by and through its duly authorized representative.

AT&T Communications of Wisconsin, L.P.

By: Kathleen Whiteaker

Title: District Manager

Name: Kathleen Whiteaker
(Print or Type)

Date: 5-20-03

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

By: [signature]

Title: President-Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: JUN 11 2003

* By entering into this Amendment, SBC Wisconsin does not waive any of its rights, remedies or arguments with respect to any orders, decisions 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; or 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) (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, SBC Wisconsin fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, 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. In addition to fully reserving its other rights, SBC Wisconsin reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement as set forth therein and specifically, in the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise renders 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. SBC Wisconsin also reserves the right to adopt on a date specified by SBC Wisconsin, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.