

**AMENDMENT TO
THE
INTERCONNECTION AGREEMENT
EFFECTIVE JUNE 16, 2002
BETWEEN
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
TDS METROCOM, INC.**

This Amendment to the Interconnection Agreement is entered into this _____ day of _____, 2003 between Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ (“SBC Wisconsin”), and TDS Metrocom, Inc. (“TDS”) (collectively, “the Parties”).

WHEREAS the Parties have entered into the Interconnection Agreement for Wisconsin (the “Agreement”), which has been approved by the Public Service Commission of Wisconsin (the “Commission”); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, TDS has elected to amend the Agreement pursuant to the Settlement Stipulation (“Stipulation”) in *Investigation Into Ameritech Wisconsin’s Unbundled Network Elements*, Docket No. 6720-TI-161, and particularly paragraph 6(a)(2).

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

1. Subject to the provisions of this Amendment and the terms of the Stipulation, which are incorporated herein by reference, the rates contained in the Wisconsin tariff, P.S.C. of W. 20, Part 23, Section 4, “Collocation Services,” for those items in Exhibit A, “Collocation Rates” (attached hereto and made a part hereof) shall apply to the extent that the Agreement contains terms and conditions for each rate element in Exhibit A. The rates adopted by this Amendment shall be effective and begin to apply in accordance with Paragraph 6 of the Stipulation and this Amendment. Except as provided for in the immediately preceding sentence, this Amendment shall be effective on a prospective basis only, including for non-recurring and recurring charges.

2. This Amendment applies only to any existing collocation arrangement that was established under terms and conditions established pursuant to 47 U.S.C. § 251(c)(6). Any collocation arrangement, the terms of which were established prior to May 21, 2002, shall not be subject to the recurring charges set forth in the Exhibit B (attached hereto and made a part hereof) that recover the costs of establishing a collocation arrangement, *provided that*, TDS has paid all non-recurring charges associated with the collocation arrangement (other than those charges that have been discharged pursuant to Title 11, United States Code) prior to the Amendment Effective Date. In no event shall this Amendment prevent SBC Wisconsin from charging, or relieve TDS from paying, any applicable charge incurred prior to the Amendment Effective Date.

3. Any collocation arrangement, the terms of which were established prior to the Amendment Effective Date, shall not be subject to any additional non-recurring charge(s) that recover the costs of establishing a collocation arrangement, except as may be applicable to new or subsequent work to or for such existing collocation arrangement.

¹ Wisconsin Bell, Inc., f/k/a Ameritech Wisconsin, is now doing business in Wisconsin as SBC Wisconsin.

The parties agree that with respect to Section 7 of the Stipulation, the time that the Stipulation was accepted by the Commission was December 18, 2002.

4. Each of the Parties agrees on behalf of itself, its affiliates, successors, and assigns that the terms and agreements contained in amendment are limited to the State of Wisconsin and are not portable by any mechanism to any other region or state except upon the explicit agreement of the Parties.

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

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

7. 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 with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, 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); the FCC's Triennial Review Order, adopted on February 20, 2003; 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).

8. The Parties agree that by executing this Amendment neither Party waives any of its rights, and expressly reserves all of its rights, with respect to any claim related to collocation power consumption.

9. Upon receipt of TDS' signed original Amendment, SBC Wisconsin shall sign the Amendment and file it with the Commission. This Amendment shall become effective ten (10) days after the date that the Commission approves this Amendment under Section 252(e) of the federal Telecommunications Act of 1996 ("Act") or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date", subject to Section 10 of this Amendment).

10. This Amendment is entered into solely to effectuate TDS' election to adopt the tariff rates as set forth herein, as permitted under and in accordance with the Stipulation and the Agreement, as specifically acknowledged as available to TDS at paragraph 6(a)(2) (on which this Amendment is expressly conditioned) and for no other reason.

11. The Parties acknowledge and agree that the provisions Plan herein forth in Sections 1-13, inclusive, of this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in Section 1-11, inclusive, of this Amendment.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Wisconsin, signing by and through its duly authorized representative, and TDS, signing by and through its duly authorized representative.

TDS Metrocom, Inc.

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

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: ^{For/} President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____