

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

between one or more of

Wisconsin Bell, Inc. d/b/a SBC Wisconsin

and

Comcast Phone of Wisconsin, LLC

The Interconnection Agreements by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“ILEC”) and Comcast Phone of Wisconsin, LLC, (“CLEC”) (“the underlying Agreements”) are hereby amended as follows:

- I. Section 7.5 of the Appendix UNE of the underlying Agreements is amended to add language as follows:

7.5.5 DS3 Digital Loop

7.5.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.5.6 OC3 Loop

7.5.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the **SBC-SWBT**, **PACIFIC** and/or **NEVADA** central office to the end user premises. OC3 concatenated service is also available.

7.5.7 OC12 Loop

7.5.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the **SBC-SWBT**, **PACIFIC** and/or **NEVADA** central office to the end user premise. OC12 concatenated service is also available

7.5.8 OC48 Loop

7.5.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the **SBC-SWBT**, **PACIFIC** and/or **NEVADA** central office to the end user premise. OC48 concatenated service is also available.

7.6 Unbundled DS1, DS3, and/or optical loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("*In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

II. Section 13.3 of the Appendix UNE of the underlying Agreements is replaced in its entirety with the following language:

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concatenated (OC3-c), OC12 (622.08 Mbps) Including OC12 concatenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concatenated (OC48-c). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport - a circuit between two SBC12-STATE Wire Centers.

13.3.3.2 Entrance Facility - a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.

13.3.3.3 Multiplexing - an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

- III. 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 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*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 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 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (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 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, ILEC 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 and to adopt on a date specified by ILEC 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. In the event that the FCC, a state regulatory agency 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. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this _____ day of _____, 2005, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Comcast Phone of Wisconsin, LLC

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin
by AT&T Operations, Inc., its authorized
agent**

By: _____

By: _____

Title: _____

Title: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____