

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
US XCHANGE OF WISCONSIN, LLC d/b/a CHOICE ONE COMMUNICATIONS**

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ (“AT&T Wisconsin”) and US Xchange of Wisconsin, LLC d/b/a Choice One Communications (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection which became effective on July 17, 1997, (“Agreement”) and which permits the Parties to mutually agree to amend the Agreement in writing; and

WHEREAS, the Parties now desire to supercede and replace the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary, which shall become effective as set forth in Paragraph 5 below.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary. The Parties further agree that the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions of the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement in their entirety, without the necessity of physically removing the superceded Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T “CLEC Online” website.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s

¹ Wisconsin Bell, Inc. (previously referred to as “Wisconsin Bell” or “AT&T Wisconsin”) now operates under the name “AT&T Wisconsin”

Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and 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), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **AT&T-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the 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 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 interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective on the date on which it has been signed by both Parties.

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

US Xchange of Wisconsin, LLC d/b/a Choice One Communications

Signature: Rick Pigeon

Name: Rick Pigeon
(Print or Type)

Title: V.P. Network Planning & Billing
(Print or Type)

Date: 3-31-06

FACILITIES-BASED OCN # 7979

ACNA UXW

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

Signature: Rebecca L. Sparks

Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: March 31, 2006