

Michael J. Wirl  
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Public Affairs, Policy, and Communications



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April 16, 2009

**VIA PSC ELECTRONIC REGULATORY FILING SYSTEM**

Sandra Paske, Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, WI 53707-7854

Application for approval of amendment 3 to the executed Interim }  
Interconnection Agreement between Verizon North Inc. } 05-TI-  
("Verizon") for the State of Wisconsin and Denali Spectrum }  
Operations, LLC ("Denali") for the State of Wisconsin }

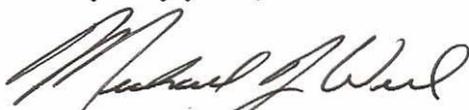
Dear Ms. Paske,

Enclosed is a copy of amendment 3 to the interconnection agreement between Verizon North Inc. ("Verizon") for the State of Wisconsin and Denali Spectrum Operations, LLC for the State of Wisconsin ("Denali"). The original agreement and amendment 1 were filed with the Public Service Commission of Wisconsin (PSCW) on September 11, 2008. Amendment 2 was filed on January 12, 2009

I have been authorized by Denali to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter.

An electronic copy of this amendment was sent to Mr. Ken Barth of the PSCW on April 16, 2009. If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,



Michael J. Wirl

C: Tony Casarez  
Manager, Engineering  
10307 Pacific Center Court  
San Diego, CA 92121

Ken Barth – Public Service Commission of Wisconsin – electronic copy

**AMENDMENT NO. 3**  
**TO THE**  
**INTERIM INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NORTH INC.**  
**AND**  
**DENALI SPECTRUM OPERATIONS, LLC**  
**FOR THE STATE OF**  
**WISCONSIN**

This Amendment No. 3 (this "Amendment") shall be deemed effective on March 30, 2009 (the "Amendment Effective Date"), by and between Verizon North Inc. ("Verizon"), a Wisconsin corporation with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804 and Denali Spectrum Operations, LLC ("Denali"), a Delaware corporation with offices at 10307 Pacific Center Court, San Diego, California 92121 (Verizon and Denali may be referred to hereinafter, each, individually as a "Party" and, collectively, as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Wisconsin.

**WITNESSETH:**

**WHEREAS**, Verizon and Denali are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended, dated July 1, 2008 (the "Agreement"); and

**WHEREAS**, Denali has requested that the Parties amend the Agreement to address the matters set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the rates, terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other rate, term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

- 1.1 Existing Section 2.1(b) of the General Terms and Conditions of the Agreement, which reads as follows:

(b) March 31, 2009, provided that if on March 31, 2009 the open issues for a new agreement under Sections 251 and 252 of the Act for the State of Wisconsin between Denali and Verizon are the subject of an arbitration proceeding before the Commission or the FCC pursuant to 47 U.S.C. § 252, this Agreement shall remain in effect until, and then terminate on, the earlier of the following dates (i) the effective date of a new agreement under Sections 251 and 252 of the Act for the State of Wisconsin between Denali and Verizon or, (ii) the date of termination of this Agreement on or after December 31, 2009 as provided in Section

2.2 following.

is deleted and replaced with the following new Section 2.1(b):

(b) June 30, 2009, provided that if on June 30, 2009 the open issues for a new agreement under Sections 251 and 252 of the Act for the State of Wisconsin between Denali and Verizon are the subject of an arbitration proceeding before the Commission or the FCC pursuant to 47 U.S.C. § 252, this Agreement shall remain in effect until, and then terminate on, the earlier of the following dates (i) the effective date of a new agreement under Sections 251 and 252 of the Act for the State of Wisconsin between Denali and Verizon or, (ii) the date of termination of this Agreement on or after December 31, 2009 as provided in Section 2.2 following.

## 2. Miscellaneous Provisions.

- 2.1 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth expressly in this Amendment, the rates, terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.2 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a rate, term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.2.
- 2.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.5 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate, term or condition of this Amendment.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to

exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**DENALI SPECTRUM OPERATIONS, LLC**  
A Delaware limited liability company

**VERIZON NORTH INC.**

By: Denali Spectrum License, LLC  
Its sole member  
By: Denali Spectrum, LLC  
Its sole member  
By: Denali Spectrum Manager, LLC  
Its manager  
By: Doyon, Limited  
Its manager

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Printed: Allen Todd

Printed: Jeffrey A. Masoner

Title: General Counsel & Asst. Sec.

Title: Vice President – Interconnection Services