



January 8, 2013

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Windstream NTI, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Windstream NTI, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Windstream NTI, Inc..

I have been authorized by Windstream NTI, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Windstream NTI, Inc.
Mary Conquest
Staff Manager
2 North Main Street
Greenville, SC 29601
(864) 331-8252
mary.conquest@windstream.com

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
WINDSTREAM NTI, INC.**

The Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T WISCONSIN") (previously referred to as "Wisconsin Bell, Inc. d/b/a SBC Wisconsin" or "SBC Wisconsin") and Windstream NTI, Inc. (f/k/a Norlight Telecommunications, Inc.), is hereby amended as follows.

WHEREAS, AT&T WISCONSIN and Norlight Telecommunications, Inc. ("Norlight Telecommunications, Inc.") are the parties to that certain "Interconnection Agreement" approved as of February 25, 2005 (the "Agreement"); and

WHEREAS, Norlight Telecommunications, Inc. has changed its name to "Windstream NTI, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T WISCONSIN and Windstream NTI, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Norlight Telecommunications, Inc." to "Windstream NTI, Inc."
2. AT&T WISCONSIN shall reflect that name change from "Norlight Telecommunications, Inc." to "Windstream NTI, Inc." only for the main billing account (header card) for each of the accounts previously billed to Norlight Telecommunications, Inc.. AT&T WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T WISCONSIN's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Windstream NTI, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Norlight Telecommunications, Inc. with AT&T WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Windstream NTI, Inc. shall operate with AT&T WISCONSIN under the "Windstream NTI, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Windstream NTI, Inc., and labeling (including re-labeling) equipment and facilities with Windstream NTI, Inc..
4. Windstream NTI, Inc. is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Windstream NTI, Inc., or by AT&T WISCONSIN on behalf of Windstream NTI, Inc., for updating billing accounts and End User, end user, End User customer or customer records.
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 AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review

8. Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date").

Windstream NTI, Inc.

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

Signature: *John Fletcher*

Signature: *Patrick Doherty*

Name: *John Fletcher*
 (Print or Type)

Name: *Patrick Doherty*
 (Print or Type)

Title: *General Counsel*
 (Print or Type)

Title: *Director - Regulatory*
 (Print or Type)

Date: _____

Date: *12-12-12*

State	Resale OCN	ULEC OCN	CLEC OCN
WISCONSIN	062C	061C	5787

Description	ACNA Code(s)
ACNA(s)	NLG