

November 6, 2002

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Amendment to the Reciprocal Compensation for CMRS Local Calling Agreement between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin and Aerial Communications, Inc. This Amendment makes a change to the Notices contact information.

Dear Ms. Dorr:

Wisconsin Bell, Inc. requests approval pursuant to 47 U.S.C. 252 of the enclosed Amendment to the Reciprocal Compensation for CMRS Local Calling Agreement between Wisconsin Bell, Inc. and Aerial Communications, Inc. which makes a change to the Notices contact information.

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

I hereby certify that a copy of this filing has been served on:

Dan Menser, Senior Corporate Counsel
T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation
12920 SE 39th Street
Bellevue, WA 98006
Tel: 425-378-4000
by first class mail on November 6, 2002

Very Truly Yours,



Jill L. Collins

EXECUTIVE SUMMARY

AMENDMENT

FOR

**AERIAL COMMUNICATIONS, INC.,
ON BEHALF OF ITS AFFILIATE APT MINNEAPOLIS, INC.
WISCONSIN**

Aerial Communications, Inc., on Behalf of Its Affiliate APT Minneapolis, Inc. has signed an Amendment to change the notices information in their Reciprocal Compensation for CMRS Local Calling Agreement for the state of Wisconsin.

The notices section was the only section changed, therefore the Effective Date or Term Date and Pricing of the underlying Agreement, remain the same.

The effective date of this amendment will be upon approval by the Wisconsin Public Service Commission.

Contact information for Aerial is:

Dan Menser
Senior Corporate Counsel
T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation
12920 SE 38th Street
Bellevue, WA 98006
Phone: 425-378-4000
Facsimile: 425-920-2638
Email: dan.menser@t-mobile.com

CLEC Attorney Name: same

Lisa Dabkowski (203-634-5218) is the Lead Negotiator for Aerial.

PREPARED BY DEBORAH SYLVESTER (214-745-3760).

AMENDMENT
to the
RECIPROCAL COMPENSATION FOR CMRS LOCAL CALLING IN WISCONSIN
AGREEMENT
by and between
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
AERIAL COMMUNICATIONS, INC., ON BEHALF OF
ITS AFFILIATE APT MINNEAPOLIS, INC.

The Reciprocal Compensation for CMRS Local Calling in Wisconsin Agreement (“the Agreement”) by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“Ameritech Wisconsin”) and Aerial Communications, Inc., on behalf of its affiliate APT Minneapolis (“CARRIER”), approved by the Wisconsin Public Service Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Change the Notices contact in Section 17.9 of the underlying agreement to:

Dan Menser
Senior Corporate Counsel
T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation
12920 SE 38th Street
Bellevue, WA 98006
Facsimile: 425-920-2638

2.0 MISCELLANEOUS

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

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

2.3 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin (PSC-WI).

2.4 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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Illinois Bell reserves its right to exercise its option at any time in the future to adopt on a date specified by Illinois Bell 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. 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of October, 2002, Ameritech Wisconsin, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

**Aerial Communications, Inc.,
on behalf of its affiliate ATP Minneapolis, Inc.**

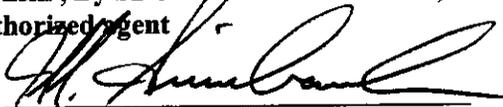
By: 

Name: _____
(Print or Type)

Title: David A. Miller
Senior Vice President and General Counsel
(Print or Type)

Date: 10/21/02

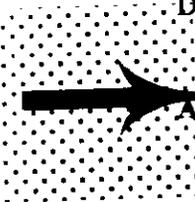
**Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin, By SBC Telecommunications,
its authorized agent**

By: 

Name: Mike Auinbauh
(Print or Type)

Title: President-Industry Markets

Date: OCT 25 2002



AECN/OCN # _____