

Amendment To

INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
BALDWIN BROADBAND, LLC

Whereas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (“AT&T Wisconsin ” f/k/a AM WI) and Baldwin Broadband, LLC (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection which became effective on _____, (“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 Appendix Physical Collocation and Appendix Virtual Collocation of the Agreement in its entirety with the new attached Appendix Physical Collocation and Appendix Virtual Collocation and attached (Collocation Rate Summaries) 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 and Appendix Virtual Collocation in their entirety, excluding arrangements that are billed FCC rates and have not been certified as of the execution of this amendment, with the attached Appendix Physical Collocation and Appendix Virtual Collocation. The Parties further agree that the attached Appendix Physical Collocation and Appendix Virtual Collocation shall supercede and replace all rates, terms and conditions of the existing Appendix Physical Collocation and Appendix Virtual Collocation in their entireties without the necessity of physically removing the superceded Appendix Physical Collocation and Appendix Virtual Collocation from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T WISCONSIN “CLEC Online” website.
2. The Parties further agree that the Individual Case Basis (ICB) Universal Service Order Code (USOCs) contained in the attached Appendix Physical Collocation and Appendix Virtual Collocation, which are replacing all current USOCs in the existing Collocation appendices in effect prior to the effective date of this Amendment, are subject to change and shall be superceded by Telecordia approved USOCs. Upon AT&T WISCONSIN's receipt of the Telecordia approved USOCs, AT&T WISCONSIN shall notify CLEC in writing within thirty (30) business days and the Parties will execute an amendment to the Agreement to incorporate Telecordia approved USOCs into the pricing schedules.
3. This Amendment shall not modify or extend the Effective Date or Term or Termination provisions under Section 5 of the General Term and Conditions, except that the effective date and term of the Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall be as provided in Section 6 of this Amendment.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. al ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on 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 WISCONSIN 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.

6. The rates specified in Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall remain in effect through November 10, 2006. In the event the Parties elect to enter into a successor interconnection agreement no later than November 10, 2005 pursuant to the provisions of Section 5 of the General Terms and Conditions, the rates, terms and conditions of the Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall be incorporated into any such successor interconnection agreement and the expiration date of the Appendix Physical Collocation and Appendix Virtual Collocation shall be made co-terminus with the expiration date of the successor interconnection agreement executed by the Parties. This Amendment will be filed with and subject to approval by the appropriate regulatory commission. This Amendment shall become effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").