Jim Jermain
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March 14, 2007

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 a Remedy Plan Extension Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Remedy Plan Extension Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.

I have been authorized by TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.
Todd McNally
Carrier Relations
525 Junction Road
Madison, WI. 53717
Tel: (608) 664-4588
Fax: (608) 664-4519

Sincerely,

/S/ Jim Jermain

Jim Jermain

Enclosure

USA Proud Sponsor of the U.S. Olympic Team

AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
TDS METROCOMM, LLC f/k/a TDS METROCOM, INC

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin ("**AT&T Wisconsin**") (AT&T) and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. ("**CLEC**") is dated March 14, 2007.

WHEREAS, AT&T and CLEC are parties to a certain Interconnection Agreements under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") approved by the State Commission as required, as may have been amended prior to the date hereof (the "**Agreement**"); and

Whereas, the Parties previously executed an amendment (the Performance Remedy Plan Amendment) on October 16, 2002, to establish an agreed Performance Remedy Plan; and

WHEREAS, the Parties want to amend the Agreement to establish a new expiration date for the Performance Remedy Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. The expiration date of the Performance Remedy Plan, as set forth in paragraph 2 of the Performance Remedy Plan Amendment, is modified as follows:

The Parties Agree that the Performance Remedy Plan will terminate on December 31, 2009 or on the day that the Agreement terminates, if that Agreement is terminated on a date prior to December 31, 2009.

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

4. This Amendment will become effective 10 days after it is approved by the Commission or is deemed approved by operation of law. This Amendment does not extend the term of the Agreement.

5. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, its rights under 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 v. FCC,* 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003; 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), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002).

6. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.

By: Kevin G. Hess

Printed: KEVIN G. HESS

Title: SR. V.P.- GOVERNMENT & REGULATORY AFFAIRS

Date: 01-26-07

Wisconsin Bell Inc., d/b/a AT&T Wisconsin,
By its Authorized Agent,
AT&T Operations, Inc.

By: Rebecca L. Sparks

Printed: Rebecca L. Sparks

Title Executive Director-Regulatory

Date: MAR 14 2007