



Sally Briar  
225 W. Randolph St., Floor 25D  
Chicago, IL 60606

T: 312.727-0133  
F: 281.664.9709

January 21, 2008

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 XO Communications Services, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and XO Communications Services, 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 XO Communications Services, Inc.

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

XO Communications Services, Inc.  
Gegi Leeger  
Director-Regulatory Contracts  
13865 Sunrise Valley Dr.  
Herndon, VA 20171  
Tel: (703) 547-2109  
Fax: (703) 547-3694

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN  
AND  
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement dated December 19, 2003 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")<sup>1</sup> and XO Communications Services, Inc. ("XO") ("Agreement") effective in the State of Wisconsin is hereby amended as follows:

1. Article XXI Term and Termination, Section 21.0 Term and Termination, Section 21.1 Effective Date, Term and Termination of Agreement is amended by adding the following section:
  - 21.1.2.1 Notwithstanding anything to the contrary in Section 21.0, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on June 7, 2007 until June 7, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from XO, by AT&T Wisconsin pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Wisconsin shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

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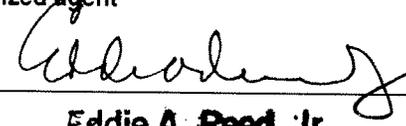
<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10<sup>th</sup> day of January, 2008, by AT&T Wisconsin, signing by and through its duly authorized representative, and XO, signing by and through its duly authorized representative.

XO Communications Services, Inc.

Wisconsin Bell Telephone Company Incorporated d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: 

By: 

Name: Heather B. Gold  
(Print or Type)  
**External Affairs**

Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: **Director - Interconnection Agreements**

Date: 12/12/07

Date: 1-10-08

FACILITIES-BASED OCN # 4126

UNE OCN # 4126

RESALE OCN # 2796

ACNA TQW