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March 19, 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 Sage Telecom, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Sage Telecom, 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 Sage Telecom, Inc.

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

Sage Telecom, Inc.  
Robert W. McCausland  
Vice President, Secretary  
805 Central Expressway South  
Suite 100  
Allen, TX 75013  
Tel: 214.495.4700  
Fax: 214.495.4795

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  
SAGE TELECOM, INC.**

**WHEREAS**, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin<sup>1</sup> (“AT&T Wisconsin”) and Sage Telecom, Inc. (“Sage”) (collectively, the “Parties”) previously entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and

**WHEREAS**, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 (“WI UNE Compliance Order”), the Public Service Commission of Wisconsin (“PSC-WI”) directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI’s determinations for DS1 and DS3 rate structures;

**WHEREAS**, AT&T Wisconsin and Sage wish to ensure that their Agreement accurately reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

**1. INTRODUCTION**

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

1.2 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.

**2. The Interconnection Agreement dated October 16, 2002 by and between AT&T Wisconsin and Sage effective in the State of Wisconsin is hereby amended as follows:**

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 To conform the Agreement to effectuate certain non recurring DS1 and DS3 structure changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide Sage with the ability to obtain and/or order such UNE(s). Rather, Sage must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

2.2. Section 21.0 Term and Termination of Article XXI Term and Termination is amended by adding the following section:

21.1.2.1 Notwithstanding anything to the contrary in this 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 January 14, 2008 until January 14, 2011 (the “Extended Expiration Date”). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period

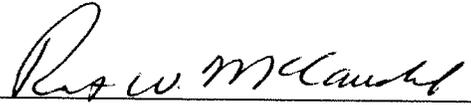
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<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as “Wisconsin Bell” or “SBC Wisconsin”) now operates under the name “AT&T Wisconsin”.

from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Sage, 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.

Sage Telecom, Inc.

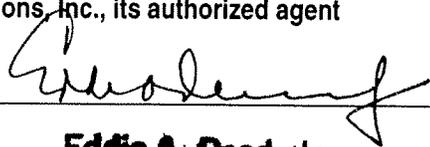
By: 

Name: Robert W. McCausland  
(Print or Type)

Title: Vice President & Secretary  
(Print or Type)

Date: 2-21-08

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

By: 

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

Title: Director – Interconnection Agreements

Date: 3-18-08

SWITCH-BASED OCN # \_\_\_\_\_

UNE OCN # 9813

RESALE OCN # 8954

ACNA SGZ

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Non Recurring	
				Monthly	Initial	Additional
1	<b>DS1 Loop Non-Recurring Charges</b>					
2		Administrative Charge - per order	NR9OR		\$ 138.62	
3		Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
4		Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
5		Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
6		Customer Connection Charge per Termination	NR9OW		\$ 179.90	
7						
8	<b>DS3 Loop Non-Recurring Charges</b>					
9		Administrative Charge - per order	NR9OY	N/A	\$ 83.66	N/A
10		Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
11		Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 587.70	N/A
12		Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
13		Customer Connection Charge per Termination	NR9O3	N/A	\$ 197.18	N/A
14						