



Sally Briar
225 W. Randolph St., Floor 27C
Chicago, IL 60606

T: 312.727-0133
F: 281.664.9709

March 24, 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 Level 3 Communications, LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Level 3 Communications, LLC 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 Level 3 Communications, LLC

I have been authorized by Level 3 Communications, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Level 3 Communications, LLC
Richard Thayer
Director Interconnection Services
1025 Eldorado Blvd.
Broomfield, CO 80021
Tel: 720-888-2620
Fax: 720-888-5134

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
LEVEL 3 COMMUNICATIONS, LLC**

The Interconnection Agreement dated February 22, 2005 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")¹ and Level 3 Communications, LLC ("Level 3") ("Agreement") effective in the state of Wisconsin is hereby amended as follows:

1. Section 5 Effective, Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on January 11, 2008 until January 11, 2011 (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 Level 3, by AT&T 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.

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

Level 3 Communications, LLC

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

By: Jamie Moyer

By: Eddie A. Reed, Jr

Name: Jamie Moyer
(Print or Type)

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

Title: Senior Director, Interconnection Services
(Print or Type)

Title: Director-Interconnection Agreements

Date: 2-28-08

Date: 3.21.08

Switch Based OCN # 5489

ACNA: LVC