



Sally Briar
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January 7, 2011

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 McLeodUSA Telecommunications Services, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and McLeodUSA Telecommunications 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 McLeodUSA Telecommunications Services, Inc.

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

McLeodUSA Telecommunications Services, Inc.
Al Finnell
Carrier Relations Manager
6801 Morrison Boulevard
Charlotte, NC 28211
Tel: (704) 602-1946
Fax: (704) 319-1946

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement by and between Wisconsin Bell, Inc.¹ d/b/a AT&T Wisconsin (“AT&T Wisconsin”) and McLeodUSA Telecommunications Services, L.L.C. (f/k/a McLeodUSA Telecommunications Services, Inc.), is hereby amended as follows.

WHEREAS, AT&T Wisconsin and McLeodUSA Telecommunications Services, Inc. are the parties to that certain “Interconnection Agreement” dated as of August 23, 2002 (the “Agreement”); and

WHEREAS, McLeodUSA Telecommunications Services, Inc. has changed its name to “McLeodUSA Telecommunications Services, L.L.C.”, and wishes to reflect that name change as set forth herein.

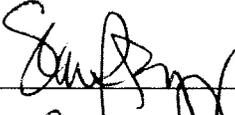
NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Wisconsin and McLeodUSA Telecommunications Services, L.L.C. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from “McLeodUSA Telecommunications Services, Inc.” to “McLeodUSA Telecommunications Services, L.L.C.”.
2. AT&T Wisconsin shall reflect that name change from “McLeodUSA Telecommunications Services, Inc.” to “McLeodUSA Telecommunications Services, L.L.C.” only for the main billing account (header card) for each of the accounts previously billed to McLeodUSA Telecommunications Services, Inc.. AT&T Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Wisconsin’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, McLeodUSA Telecommunications Services, L.L.C. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by McLeodUSA Telecommunications Services, Inc. with AT&T Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, McLeodUSA Telecommunications Services, L.L.C. shall operate with AT&T Wisconsin under the “McLeodUSA Telecommunications Services, L.L.C.” name for those accounts. Such operation shall include, by way of example only, submitting orders under McLeodUSA Telecommunications Services, L.L.C., and labeling (including re-labeling) equipment and facilities with McLeodUSA Telecommunications Services, L.L.C..
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. 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”.

McLeodUSA Telecommunications Services, L.L.C.

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

By: 

By: 

Printed: 

Printed: Eddie A. Reed, Jr.

Title: Sr. V.P. - Network Services
(Print or Type)

Title: Director - Interconnection Agreements

Date: 12-10-10

Date: 12-7-10

Resale OCN # - 8383

ULEC OCN # - 5696

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