

AMENDMENT TO
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

by and between

WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

and

AMERITECH MOBILE COMMUNICATIONS, INC.

This Amendment (the "Amendment"), dated _____, 2003, to the Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ and Ameritech Mobile Communications, Inc. (the "Agreement"), is by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Ameritech Mobile Communications LLC dba Cingular Wireless, with its principal offices at 5565 Glenridge Connector, Suite 1520, Atlanta, GA 30342 ("Cingular Wireless").

WHEREAS, Ameritech Mobile Communications, LLC dba Cingular Wireless, a Delaware limited liability company, is successor in interest, by merger, to Ameritech Mobile Communications, Inc., a Delaware corporation.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and Cingular Wireless hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Ameritech Mobile Communications, Inc." to "Ameritech Mobile Communications LLC dba Cingular Wireless."
2. SBC Wisconsin shall reflect that name change from "Ameritech Mobile Communications, Inc." to "Ameritech Mobile Communications LLC dba Cingular Wireless" only for the main billing account (header card) for each of the accounts previously billed to Ameritech Mobile Communications, Inc. SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC 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, Cingular Wireless affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Ameritech Mobile Communications, Inc. with SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Cingular Wireless shall operate with SBC Wisconsin under the "Ameritech Mobile Communications LLC dba Cingular Wireless" name for those accounts. Such operation shall include, by way of example only, submitting orders under Cingular Wireless, and labeling (including re-labeling) equipment and facilities with Cingular Wireless.
4. Cingular Wireless represents that a complete list of Cingular Wireless' Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to SBC Wisconsin. Notice must be received before orders can be processed under a new or changed ACNA code or OCN.

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

ACNA List: ADM, IUW, RRC

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to 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) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all affected interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois and to the extent applicable, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.
8. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

**Ameritech Mobile Communications LLC dba Cingular
Wireless**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____