

Exhibit B
Case No. U-13804

FIRST AMENDMENT

Executed as of July 29, 2003

TO

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

by and between

SBC MICHIGAN

and

CENTENNIAL MICHIANA LICENSE CO. LLC
On Behalf of Its Operating Affiliates Registered to do Business in Michigan

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
MICHIGAN BELL TELEPHONE COMPANY
D/B/A SBC MICHIGAN
AND
CENTENNIAL MICHIANA LICENSE CO. LLC ON BEHALF OF ITS
OPERATING AFFILIATES REGISTERED TO DO BUSINESS IN MICHIGAN

The Interconnection Agreement (“the Agreement”) by and between Michigan Bell Telephone Company d/b/a SBC Michigan (“SBC”) and Centennial Michiana License Co. LLC on behalf of its operating affiliates registered to do business in Michigan (“CLEC”) for the state of Michigan is hereby amended as follows:

(1) A Negotiated Reciprocal Compensation Appendix, which is attached hereto and incorporated herein by this reference, is hereby being added to the Agreement to replace and supersede the corresponding reciprocal compensation rates, terms and conditions in the underlying Agreement.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission (MI-PSC) and shall become effective ten (10) days following approval by such Commission.

(5) 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 or proceedings and any remedies thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the “ISP Intercarrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, 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, Michigan Bell Telephone Company d/b/a Ameritech Michigan reserves its right to exercise its option at any time in the future to adopt on a date specified by Michigan Bell Telephone Company d/b/a Ameritech Michigan 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. In the event that the FCC, a state regulatory agency 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. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 28 day of July, 2003, by Michigan Bell Telephone Company d/b/a SBC Michigan, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Centennial Michiana License Co. LLC
on behalf of its operating affiliates
registered to do business in Michigan

Michigan Bell Telephone Company d/b/a
SBC Michigan
By SBC Telecommunications, Inc.,

its authorized agent

By: [Signature]

By: [Signature]

Name: LOURDS LUCAS
(Print or Type)

Name: Christy Gehlbach
(Print or Type)

Title: VP Legal Affairs
(Print or Type)

Title: For/ President – Industry Markets

Date: 7/28/03

Date: 7-29-03

AECN/OCN # _____

APPENDIX RECIPROCAL COMPENSATION [CELLULAR/PCS]

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE AND TERM

1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of wireless telecommunications traffic between SBC-13STATE and WSP, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Cellular/PCS Interconnection Agreement (the "Agreement") approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

2. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION – RECIP COMP

2.1 Compensation rates for Interconnection are contained in Appendix - Pricing (Wireless).

2.2 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 2.3, SBC-13STATE shall compensate WSP for the transport and termination of Local Calls originating on SBC-13STATE's network and terminating on WSP's network. WSP shall compensate SBC-13STATE for the transport and termination of Local Calls originating on WSP's network and terminating on SBC-13STATE's network. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).

2.3 Traffic Not Subject to Reciprocal Compensation

2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:

2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

2.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;

2.3.1.3 Transit Traffic;

2.3.1.4 Paging Traffic;

2.3.1.5 InterMTA Traffic;

2.3.1.6 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between SBC-13STATE and WSP will be classified as either Local Calls, Transit Traffic, or InterMTA Traffic.

3.2 The Parties agree that ISP traffic between them, if any, is presently *de minimis*; however, should intercarrier ISP traffic become greater than *de minimis*, it will be treated for compensation purposes at the same rate and rate structure as Local Calls. No additional or separate measurement or tracking of ISP bound traffic shall be necessary.

3.3 Billing For Mutual Compensation

3.3.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

- 3.3.2 The Parties recognize that WSP may not have the technical systems to measure actual usage and bill SBC-13STATE pursuant to this Agreement. To the extent WSP does not have the ability to measure and bill the actual amount of SBC-13STATE-to-WSP Local Calls Traffic ("Land-to-Mobile Local Calls Traffic"), which is exclusive of Third Party Traffic, and in the event SBC-13STATE also does not record the actual amount of such traffic that WSP does not have the ability to measure and bill, WSP shall bill SBC-13STATE the charges due as calculated and described in Sections 3.4.3 and 3.4.4 below. For purposes of this Section 3.4, Third Party Traffic means any traffic to WSP which originates from Telecommunications Carriers other than SBC-13STATE including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a Third Party Telecommunications Carrier, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic.
- 3.3.3 When Section 3.4.2 applies, the Parties agree to use a surrogate billing factor to determine the amount of Land-to-Mobile Local Calls Traffic. Unless otherwise mutually agreed, the surrogate billing factor shall be deemed to be equal to the SBC-13STATE Shared Facility Factor, stated in Appendix-Pricing (Wireless). When using the surrogate billing method instead of recording actual usage, the amount Land-to-Mobile Local Calls Traffic Conversation MOUs shall be deemed to be equal to the product of (i) the WSP-to-SBC-13STATE (mobile-to-land) Conversation MOU for Local Calls (based on SBC-13STATE's monthly bill to WSP) divided by the difference of one (1.0) minus the SBC-13STATE Shared Facility Factor, (times) (ii) the SBC-13STATE Shared Facility Factor. When using the surrogate billing method, WSP shall bill SBC-13STATE the charges due under this Section 3.4 based solely on the calculation contained in the preceding sentence.

EXAMPLE

Land-to-Mobile Local Calls Traffic

Conversion MOUs = [mobile-to-land local Mou's / (1 – SBC-13STATE Shared Facility Factor)] * SBC-13STATE Shared Facility Factor

Mobile-to-land MOU = 15,000

SBC-13STATE Shared Facility Factor = .20

Land-to-mobile local MOU = [15,000/(1-.20)]*.20
=3,750 MOUs

- 3.3.4 When WSP uses the surrogate billing factor billing method set forth above, WSP shall itemize on each of its bills the corresponding SBC-13STATE billing account numbers, by LATA and by state, for Land-to-Mobile Local Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to, the surrogate billing factor as provided in this Section 3.4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate, amounts, etc.
- 3.3.5 Except as provided in this Section 3.4, see Section 5 of the General Terms and Conditions for billing requirements

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

5. TRANSITING SERVICE – COMPENSATION

- 5.1 Transiting Service will be provided by SBC-13STATE. SBC-13STATE's Transiting Service allows WSP (a) to send traffic to a Third Party network through SBC-13STATE's Tandem Switch and (b) to receive traffic from a Third Party network through SBC-13STATE's Tandem Switch. A Transiting Service rate applies to all Conversation MOU between WSP's network and a Third Party's network for Transit Traffic that transits SBC-13STATE's network. WSP is responsible for payment of the appropriate SBC-13STATE Transiting Service rates on Transit Traffic originating on its network delivered to SBC-13STATE. SBC-13STATE's Transiting Service rate is only applicable when calls do not originate with (or terminate to) SBC-13STATE's End User. The rates that SBC-13STATE shall charge for Transiting Service are specified in Appendix – Pricing (Wireless). WSP shall deliver traffic to be handled by SBC-13STATE's Transiting Service to SBC-13STATE's Tandem Switch(es).
- 5.2 Billing. Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Transit Traffic. If WSP does not record and identify the actual amount of Transit Traffic delivered to it through SBC-13STATE's Transiting Service, then WSP shall deduct from the amount of total Conversation MOU on its bill to SBC-13STATE (for reciprocal compensation) a percentage that is equal to the percentage that Transit Traffic minutes bear to the total billed Conversation MOU on SBC-13STATE's bill to WSP (for reciprocal compensation) for the same time period. This adjustment will account for Transit Traffic delivered to WSP by SBC-13STATE.
- 5.2.1 Non-Transit Traffic. WSP shall not route over the Interconnection Trunks provided herein terminating traffic from an IXC destined for an SBC-13STATE End Office Switch. WSP shall not deliver traffic to SBC-13STATE under this Agreement from a non-CMRS Telecommunications Carrier.
- 5.3 Third Party Arrangements. WSP shall establish billing arrangements directly with any Third Party Telecommunications Carriers to which it may send traffic by means of SBC-13STATE's Transiting Service. In the event that WSP does send traffic through SBC-13STATE's network to a Third Party Telecommunications Carrier with whom WSP does not have a traffic interchange agreement, and such Third Party Telecommunications Carrier makes a Claim against SBC-13STATE for compensation, SBC-13STATE will advise both WSP and the Third Party Telecommunications Carrier that they need to resolve the matter between themselves. If SBC-13STATE does so, then WSP will indemnify SBC-13STATE for any termination charges SBC-13STATE subsequently is ordered by a regulatory agency or court to pay such Third Party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, SBC-13STATE agrees to allow WSP to participate as a party.
- 5.3 Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix – Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any Transiting Service charges, if any, charged by the other Telecommunications Carrier. WSP shall not charge SBC-13STATE when SBC-13STATE provides Transiting Service for calls terminated to WSP. Neither shall WSP default bill SBC-13STATE when SBC-13STATE provides Transiting Service for unidentified traffic terminating to WSP, unless otherwise provided for in this Agreement.
- 5.5 Toll Pool/Designated Carrier. Notwithstanding anything contained herein to the contrary, when SBC-13STATE is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on WSP's network, WSP will bill, and SBC-13STATE will pay, compensation to WSP for toll traffic originating from such independent LEC and terminating on WSP's network as though the traffic originated on SBC-13STATE's network.

6. ADDITIONAL TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.
- 6.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between SBC-13STATE and WSP, but that as to the reciprocal compensation rates, terms and conditions, this Appendix constitutes the entire Agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on reciprocal compensation that are not incorporated into this Appendix.

SBC 13-STATE/CENTENNIAL MICHIANA LICENSE CO. LLC ON BEHALF OF ITS
OPERATING AFFILIATES REGISTERED TO DO BUSINESS IN MICHIGAN

ATTACHMENT A

Reciprocal Compensation Rates

<u>Mobile to Land</u>	<u>Per Minute Of Use</u>
End Office Switching:	\$.001004
Tandem Switching:	\$.000262
Tandem Transport:	\$.000175
	<u>Per Minute/Per Mile</u>
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	\$.000002
<u>Land to Mobile</u> <u>2A Rate (Tandem plus End</u>	<u>\$.001441</u>
<u>Office)</u>	<u>Plus the average mileage</u> <u>billed for mobile-to-land</u>