CURTIS, OETTING, HEINZ, GARRETT & O'KEEFE, P.C.

Attorneys at Law 130 S. Bemiston, Suite 200 St. Louis, Missouri 63105 (314) 725-8788 (314) 725-8789 (FAX)

Carl J. Lumley Principal clumley@cohgs.com

FILED³

September 11, 2002

SEP 1 2 2002

Missouri Public Service Commission

Secretary of the Public Service Commission Missouri Public Service Commission 200 Madison, Suite 100 Jefferson City, Missouri 65101

Via Federal Express 835733397421

Re: Case No. LA-2003-0027

Dear Secretary of the Commission:

Enclosed please find for filing with your office the following in connection with the abovereferenced matter an original and nine (9) copies of Western Communications, Inc.'s Notice of Assignment of Interconnection Agreement. Upon your receipt, please process and return a file stamped copy to the undersigned. If you have any questions, please contact me.

Verx

CJL:dn Enclosures cc. Parties of Record (W/Enclosure)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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In the matter of the Application of Western Communications, Inc. for certificates of service authority to provide Basic Local, Local Exchange, Exchange Access, and Interexchange Telecommunications Services in the State of Missouri and to classify said services and the company as competitive.

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Missouri Public Service Commission

SEP 1 2 2002

FILED³

Case No. LA-2003-0027

NOTICE OF ASSIGNMENT OF INTERCONNECTION AGREEMENT

Comes Now Western Communications, Inc. (Western) and for its Notice of Assignment of Interconnection Agreement states to the Commission:

1. In connection with its application for certificates of service authority pending herein, and its pending request for approval of the acquisition of the assets of Logix Communications Corporation (Case No. LM-2003-28), and pursuant to the bankruptcy proceedings of Logix Communications Corporation, Western has made and entered into a Stipulation with Logix and Southwestern Bell Telephone Company (SWBT) under which the previously approved interconnection agreement between SWBT and Logix in Missouri (the M2A, see Case No. TO-99-101) is to be assigned from Logix to Western. A copy of the Stipulation is attached hereto.

2. According to the terms of the Stipulation, the assignment of the interconnection agreement will be effective upon final closing.

3. In order to assure a prompt and seamless transition in service, Western hereby provides advance notice to the Commission of the anticipated assignment of the interconnection agreement.

4. As indicated in the application herein, Western will be conducting business in Missouri under the name Logix Communications pursuant to the assigned interconnection agreement, and the certificates of authority and tariffs to be approved herein.

WHEREFORE, Western Communications, Inc. requests the Commission to accept this Notice of Assignment of Interconnection Agreement.

Respectfully submitted,

Carl J. Lumley, #32869

Leland B. Curtis, #22609 Leland B. Curtis, #20550 Curtis, Oetting, Heinz, Garrett & O'Keefe, P.C. 130 S. Bemiston, Suite 200 St. Louis, Missouri 63105 (314) 725-8788 (314) 725-8789 (FAX) clumley@cohgs.com lcurtis@cohgs.com

Susan C. Gentz Bradford W. Bayliff Casey & Gentz, L.L.P. 919 Congress Avenue, Suite 1060 • Austin, Texas 78701 (512) 225-0027 (512) 480-9200 (FAX) sgentz@phonelaw.com bbayliff@phonelaw.com

Attorneys for Western Communications Inc.

Certificate of Service

A true and correct copy of the foregoing document was mailed this _// day of ______, 2002, by placing same in the U.S. Mail, postage paid to:

Office of Public Counsel P.O. Box 7800 Jefferson City, Missouri 65102

General Counsel Missouri Public Service Commission P.O. Box 360 Jefferson City, Missouri 65102

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

IN RE:	§	
	§	
LOGIX COMMUNICATIONS	§	CASE NO. 02-32105-H5-11
CORPORATION and	Ş	(Chapter 11)
	§	
LOGIX COMMUNICATIONS	§	CASE NO. 02-32106-H5-11
ENTERPRISES, INC.,	§	(Chapter 11)
	§	
DEBTORS.	§	Jointly Administered Under
	ş	CASE NO. 02-32105-H5-11

STIPULATION AMONG LOGIX COMMUNICATIONS CORPORATION ("LCC"), WESTERN COMMUNICATIONS, INC. ("WCI"), AND SOUTHWESTERN TELEPHONE L.P. D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY ("SWBT") AND PACIFIC BELL TELEPHONE COMPANY (COLLECTIVELY, THE "SBC AFFILIATES")

RECITALS:

A. On February 28, 2002 (the "Petition Date") LCC and an affiliate of LCC, Logix Communications Enterprises, Inc. (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Debtors have remained in possession of their respective properties and the management of their respective businesses as Debtors in Possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

B. LCC and the SBC Affiliates are parties to certain executory contracts (the "SBC Agreements") pursuant to which the SBC Affiliates provide services to LCC as well as access to the network of the SBC Affiliates. Those agreements include:

An interconnection agreement for each of the states of Texas, Oklahoma, Kansas,
Arkansas and Missouri (collectively, the "Interconnection Agreements");

- a high capacity term pricing plan under SWBT's Tariff, FCC No. 73 (the "HCTPP Agreement"); and
- orders placed under non-HCTPP provisions of SWBT's Tariff, FCC No. 73 (the "Tariff Agreements").

C. On April 4, 2002, the Bankruptcy Court entered its Agreed Order for Withdrawal of the Emergency Motion of the Southwestern Bell Telephone L.P. d/b/a Southwestern Bell Telephone Company and Pacific Bell Telephone Company to Reconsider Order to Provide Adequate Assurance of Payment to Utility Companies and for Adequate Assurance or, in the Alternative, Motion to Compel Debtors to Assume or Reject Executory Contracts ("the SBC Agreed Order").

D. On May 23, 2002, LCC filed its Expedited Motion for Approval of Sale of Assets Free and Clear of Liens, Claims, and Encumbrances and for Authority to Assume and Assign Certain Executory Contracts and Unexpired Leases (the "Sale Motion").

E. In the Sale Motion, LCC sought approval for, among other things, a sale of assets and an assumption and assignment of certain executory contracts and unexpired leases to WCI pursuant to that certain Asset Purchase Agreement, dated May 13, 2002, as amended, between WCI and LCC (the "APA"). The Debtors also requested that the Court establish the amount that the Debtors would be required to pay under Section 365(b) of the Bankruptcy Code in order to cure defaults under the Assumed Contracts, as defined in the APA. The SBC Affiliates filed a limited objection to the Sale Motion asserting among other things, their right to a cure payment.

F. This Stipulation is entered into for the purpose of (a) resolving all disputes among LCC, WCI and the SBC Affiliates concerning the cure claim of the SBC Affiliates, (b) resolving all pre-petition and most post-petition claims and disputes between LCC and the SBC Affiliates,

(c) setting forth the agreement of the parties for the conversion of qualified circuits from the HCTPP Agreement to the Interconnection Agreements, and (d) otherwise providing for the transfer of end user customers from LCC to WCI as part of the assumption or rejection of the SBC Agreements. LCC has sought court approval for this settlement between the parties pursuant to the Supplemental Expedited Motion for (i) Approval of Sale of Assets Free and Clear of Liens, Claims, and Encumbrances, (ii) Authority to Assume and Assign Certain Executory Contracts and Unexpired Leases, and (iii) Approval of Compromises and Controversies with the SBC Affiliates, which was filed on July 8, 2002, and the Second Supplemental Expedited Motion for (i) Approval of Sale of Assets, and (iii) Authority to Assume and Assign Certains, and Encumbrances, (ii) Authority to Assume and Clear of Liens, Claims, and Encumbrances, (iii) Approval of Compromises and Controversies with the SBC Affiliates, which was filed on July 8, 2002, and the Second Supplemental Expedited Motion for (i) Approval of Sale of Assets Free and Clear of Liens, Claims, and Encumbrances, (ii) Authority to Assume and Assign Certain Executory Contracts and Unexpired Leases, and (iii) Approval of Compromises and Controversies with the SBC Affiliates, which was filed on July 23, 2002.

Now, therefore, premises considered, the parties hereto do hereby agree as follows:

- 1. In satisfaction of the SBC Affiliates' cure claim and in consideration of the other terms and conditions hereinafter set forth, the SBC Affiliates will receive a cash payment of \$4,800,000 (the "SBC Settlement Amount"), of which \$2.7 million shall be funded by WCI as part of the Purchase Price paid to LCC under Section 1.5(a)(iii) of the APA and \$2.1 million shall be funded by LCC from its portion of the Purchase Price proceeds under the APA, with the SBC Settlement Amount paid, as follows:
 - (a) As soon as reasonably practicable after the 363 Order and 365 Order are entered, LCC and WCI shall enter a management agreement (the "Management Agreement") for the operation of LCC's CLEC division by WCI. Simultaneously with the execution of the Management Agreement, LCC, WCI, and a third party unrelated to either of LCC or WCI and to be determined by LCC and WCI (the "Escrow Agent"), shall enter into an escrow agreement (the "Escrow Agreement").

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- (b) Upon execution of the Management Agreement and the Escrow Agreement (the "First Closing"), WCI shall deposit with the Escrow Agent to hold, invest, and release in accordance with the terms and conditions of the Escrow Agreement, an amount (among other amounts) equal to the Purchase Price (with the portion of the Purchase Price which is attributable to the accounts receivable subject to a true-up as provided in the Escrow Agreement), which amount will include the SBC Settlement Amount.
- (c) As WCI obtains regulatory approval on a state by state basis, WCI shall so inform LCC. On or about the Final Closing (as defined by the Escrow Agreement), LCC shall relinquish its right to continue serving its end user customers; provided, however, that immediately following the entry of the 363 Order and the 365 Order, LCC agrees to cooperate with WCI and take all steps necessary to facilitate the regulatory approval process, including, but not limited to, (i) giving notice to the end user customers of the transfer of assets and end user customers to WCI, (ii) relinquishing its name and certificates as part of this sale, and (iii) notifying the Secretary of State and state regulatory commissions in Kansas, Arkansas, Oklahoma and Missouri of the relinquishments as may be necessary to enable WCI to become certificated in those states.
- (d) At the Final Closing (except as may be required earlier as part of the regulatory approval process under (c) above), LCC agrees (i) to transfer to WCI all of its rights to the "Logix Communications" name and all trademarks, ACNAs, OCNs, CLLI codes, and any other unique codes necessary for provisioning and operation of the LCC circuits and (ii) to cease operating as "Logix Communications" and change its corporate name (provided however, that LCC may use "Logix" with respect to the operations of its fiber division operations for 120 days following Final Closing). WCI represents that following the Final Closing it will operate as "Logix Communications."
- (e) Upon the First Closing, WCI and LCC shall submit the necessary documentation, and WCI shall submit the necessary fees, to Telcordia for transfer of LCC's ACNAs to WCI and to NECA for transfer of LCC's OCNs to WCI.
- (f) As soon as the 363 Order and 365 Order become final and unappealable and WCI receives written notice that Telcordia has assigned LCC's ACNAs to WCI, that NECA has assigned LCC's OCNs to WCI, and that all necessary regulatory approvals have been obtained:

(i) LCC and WCI shall notify the Escrow Agent and the SBC Affiliates that such notice has been received and approvals obtained and the parties shall consummate the Final Closing; (ii) the Escrow Agent shall, against receipt of the notice specified in (i), pay the SBC Settlement Amount of \$4,800,000.00, plus all interest and other earnings thereon that accrue while such amount is held by the Escrow Agent to the SBC Affiliates.

(iii) the SBC Affiliates shall, upon receipt of the notice specified in (i), recognize the end user customers as being the end user customers of WCI (which shall be operating under the name of Logix Communications) and thereafter provide all notices relating to such customers and services to such customers to WCI.

(g) Upon receipt of the SBC Settlement Amount, the SBC Affiliates shall, without a physical disconnection and reconnection of end user customers and without charging any fees or charges:

(i) promptly make a name change on each of the existing LCC accounts in the SBC Affiliates' records;

(ii) promptly make a name change on each billing account number (BAN) for accounts billed out of the CABS billing system;

(iii) as soon as reasonably practical, for accounts billed out of the CRIS billing system, make a name change on each consolidated billing account (CBA), as well as on each end-user account.

2. The payment of the SBC Affiliates' Settlement Amount and agreements related thereto resolves all pre-petition and post-petition claims which have or could be asserted by or against the SBC Affiliates in these bankruptcy cases, save and except any claims that might exist post-petition relating to the obligations of LCC and the SBC Affiliates under the SBC Agreed Order. All post-petition amounts due and owing will be reconciled upon the Final Closing of the WCI transaction in the ordinary course of business, and will include the application or return to LCC of the last advance weekly payment prior to Final Closing and the March 21, 2002 deposit of \$600,000. All such reconciled obligations shall remain the obligations of LCC or the SBC Affiliates regarding such obligations shall not affect the agreements of the parties to effectuate the transfer of end

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user customers and circuits as provided by the stipulation. From and after Final Closing, WCI shall assume and discharge the obligations of LCC under the assumed Interconnection Agreements and Tariff Agreements and shall discharge all of LCC's obligations under the HCTPP Agreement until the effective date of the rejection of that agreement, provided however, that neither WCI nor LCC shall have any responsibility for payment of termination charges because they are part of the rejection claim of the SBC Affiliates that has been asserted against and compromised with LCC as a part of the bankruptcy settlement.

- 3. While appreciating certain regulatory procedures may be in place and reserving all rights of all parties respecting same, the parties agree not to object, on the basis of any bankruptcy issues, to the regulatory filings that may be required in the various jurisdictions to consummate the transactions under the compromise and the APA. The SBC Affiliates also agree not to intervene in or object to WCI's applications for certification or transfer of LCC's certification and 214 authority, provided that such applications are consistent with and do not go beyond the transactions contemplated by this Stipulation. Each party hereto shall provide notice to the other parties of any regulatory filings it makes to consummate the transactions under the compromise and the APA, and any responsive filings it makes.
- 4. The SBC Affiliates' Interconnection Agreements and Tariff Agreements (except the HCTPP Agreement as noted below) for Oklahoma, Texas, Arkansas, Missouri and Kansas and related collocation agreements, shall be assumed by LCC and assigned to WCI on the date of the Final Closing. Upon Final Closing and pending the rejection of the HCTPP Agreement (as set forth below), WCI shall have the right to operate and use,

and the SBC Affiliates will continue to provide services (as the SBC Affiliates have historically provided such services under the HCTPP Agreement), with respect to the circuits covered by the HCTPP Agreement. WCI shall pay for services with respect to such circuits at the rates currently provided by the HCTPP Agreement, but none of the Minimum Monthly Revenue Commitment, participation level, adjustment factor, term or termination charge provisions will apply with respect to WCI or the services after the Final Closing Date. The HCTPP Agreement will be deemed rejected after all qualified T-1 circuits currently being provided under the HCTPP Agreement have been converted to circuits under the Interconnection Agreements. The parties shall reasonably cooperate in the reconfiguration or conversion of T-1s under the HCTPP Agreement to combinations of unbundled network elements under the Interconnection Agreements in a manner that attempts to minimize any effects on the end user customers. The SBC Affiliates agree that this conversion process is designed to avoid a physical "disconnect/reconnect" of circuits. First, WCI shall identify the qualified T-1s (as determined by applicable FCC rules, regulations and orders) that may be converted to unbundled network elements under the Interconnection Agreements. Second, WCI must place the appropriate orders with the SBC Affiliates to accomplish the conversion in the ordinary course of business. All such conversions shall be done in accordance with the operating procedures of the SBC Affiliates and the SBC Affiliates shall charge the amounts that are provided for in the Tariff Agreements or Interconnection Agreements for processing such orders at the rates shown on Schedule A attached hereto. The recurring charge for each circuit will switch from the currently effective HCTPP Agreement rate to the Interconnection Agreement rate when and as each circuit is converted. Further, to the extent that the ordering and provisioning of these conversions by the SBC Affiliates are subject to the performance standards and remedies in the applicable Interconnection Agreements, the ordering and provisioning will be subject to such standards and remedies. For (a) those T-1s ineligible or unqualified for conversion from the HCTPP Agreement to the applicable Interconnection Agreements and (b) those T-1s eligible for conversion which WCI elects not to convert to the Interconnection Agreements, WCI shall have the option of retaining such service under the non-HCTPP provisions of SWBT's Tariff, FCC No. 73 or may, if eligible, enter into a replacement HCTPP Agreement. Provided, however:

(a) WCI shall communicate its decision on which option it elects to the SBC Affiliates (i) before the date on which the SBC Affiliates have completed the conversion of 2000 eligible T-1s as set forth herein, or (ii) within ten (10) business days after WCI receives written notice that the SBC Affiliates have made a good faith determination that less than 2000 of the T-1s requested by WCI to be converted under this paragraph 4 are eligible for conversion; and

(b) if WCI communicates no decision as to which option it elects to the SBC Affiliates by the date set forth in (a), then WCI shall be deemed to have elected to order those T-1s that are (i) ineligible for conversion and (ii) eligible but for which no conversion orders are placed by WCI, on a month-to-month basis under the non-HCTPP provisions of SWBT's Tariff, FCC No. 73.

Provided, further, that WCI's option under (a) or deemed election under (b) shall not become effective until the first billing date that is in the month following the month in

which conversion of the last eligible circuit requested by WCI to be converted is completed.

- 5. In consideration for the terms and conditions of this Stipulation, including the SBC Settlement Amount, the SBC Affiliates agree that they shall not be entitled to adequate assurance of future performance as provided for in Section 365 of the Bankruptcy Code or require any advance payments, guarantees, prepayments, deposits, letters of credit or other form of payment assurance as a prerequisite to (v) transferring LCC's circuits and customers to WCI; (w) accepting service orders to convert and converting qualified T-1 circuits to unbundled network elements as provided herein; (x) providing service on such circuits pending the conversion; (y) providing any circuits under the Interconnection Agreements (except that the SBC Affiliates may require the \$17,000 deposit under the Kansas Interconnection Agreement and may require prepayments with respect to any new collocation arrangements); or (z) providing any non-qualifying T-1 circuits under tariff or a new HCTPP agreement as provided herein. However, the SBC Affiliates may, after the conversion of T-1 circuits as provided in paragraph 4 above or at any time upon a payment default by WCI following the Final Closing, require advance payments, guarantees, prepayments, deposits, letters of credit or other form of payment assurances to the extent allowed under the applicable regulatory provisions, the assigned Interconnection Agreements or Tariff Agreements.
- 6. The SBC Affiliates shall cooperate with LCC to allow for the completion of the sale of LCC's Amarillo assets to TechTel referenced in the April 25, 2002 Final Order Granting Authority to Sell Amarillo Assets to TechTel. Upon delivery of an appropriate bill of sale relating to the Amarillo collocation cages together with a standard application from

TechTel for each cage, and upon payment by TechTel of the appropriate costs and fees, SWBT will acknowledge TechTel as the owner of the two Amarillo collocation cages. SWBT will then allow the conversion of LCC's Amarillo interconnection facilities to Techtel in accordance with the operating procedures of SWBT.

- 7. LCC and the SBC Affiliates agree to the resolution of LCC's claim for reciprocal compensation amounts owing in the approximate amount of \$507,000, which amounts are waived by LCC.
- Except as otherwise provided in this agreement, LCC and the SBC Affiliates hereby 8. forever release, relieve, remise, acquit and discharge each other, and their respective directors, officers, and employees, of and from any and all claims arising from or related to any way, directly or indirectly, to the SBC Agreements, including without limitation any claims for reciprocal compensation for traffic in both directions, any claims regarding lost records, any claims of lost revenue, any claims under Chapter 5 of the Bankruptcy Code, and including any credits, amounts due, refunds, retroactive adjustments or refunds, termination fees, claims under the filed rate doctrine, claims for rejection or abandonment damages, including removal of abandoned equipment, and claims for back billing, whether known or unknown, fixed or contingent that such parties may have or claim to have now or in the future against each other by reason of or arising out of any agreement or transaction including the SBC Agreements. Except as provided in this paragraph 8, this Stipulation shall not in any way be used or construed as, or deemed to be, evidence against, or an admission or concession by LCC or the SBC Affiliates, provided, however, that this Stipulation may be used in any action, suit, or proceeding to enforce the terms of this Stipulation.

- 9. WCI agrees that the assets it is purchasing do not include any claims against the SBC Affiliates including any credits, amounts due, refunds, retroactive adjustments or refunds, termination fees, claims under the filed rate doctrine, claims for rejection or abandonment damages, including removal of abandoned equipment, claims for back billing, whether known or unknown, fixed or contingent, that LCC may have or claim to have now or have in the future against the SBC Affiliates by reason of or arising out of any agreement or transaction including the SBC Agreements for any period prior to the Final Closing.
- 10. The SBC Affiliates acknowledge and agree that the end user customers of LCC are part of the assets being purchased, subject to regulatory approval, by WCI from LCC.
- 11. If either WCI or LCC elects to terminate or provides the other party with notice of termination of the Escrow Agreement or Management Agreement (other than a termination resulting from the Final Closing), then the party so terminating shall at the same time also provide written notice of such termination to the SBC Affiliates.
- 12. Except as otherwise herein provided, any notice or other communication required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered when hand delivered or sent by facsimile transmission, telegram or telex, or three (3) days after deposit in the United States mails, with proper first class postage prepaid, and addressed to the party to be notified as follows:
- (A) if to Logix Communications, at:

Logix Communications Corporation 14101 Wireless Way Oklahoma City, Oklahoma 73134 Attn: Craig T. Sheetz, President and Chief Executive Officer Telecopier: (405) 516-8292

With courtesy copies to:

Berry D. Spears Winstead Sechrest & Minick P.C. 100 Congress Avenue, Suite 800 Austin, Texas 78701

and

Joseph G. Epstein Winstead Sechrest & Minick P.C. 910 Travis Street Suite 2400 Houston, TX 77002 Telecopier: (713) 650-2400

(B) if to Western Communications, Inc. at:

Western Communications, Inc. 1330 Post Oak Blvd., Suite 301 Houston, Texas 77056 Attn: President and Chief Executive Officer Telecopier: (713) 418-2198

With courtesy copies to:

D. Michael Dalton Andrews & Kurth, Mayor Day & Caldwell LLP 600 Travis, Suite 4200 Houston, Texas 77002 Telecopier: (713) 220-4285

and

Jennifer Gore Andrews & Kurth, Mayor Day & Caldwell LLP 600 Travis, Suite 4200 Houston, Texas 77002 Telecopier: (713) 238-7324

(C) if to Pacific Bell Telephone Company and Southwestern Bell Telephone LP, at:

> David Egan SBC Industry Markets 722 North Broadway 11th Floor Milwaukee, Wisconsin 53202 Telecopier: (888) 318-9130

With courtesy copies to:

Tony M. Davis Baker Botts L.L.P. One Shell Plaza 910 Louisiana Houston, Texas 77002 Telecopier: (713) 229-2847

and

Suzanne Leslie SBC Telecommunications, Inc. One Bell Plaza, Suite 2900 208 South Akard Street Dallas, Texas 75202 Telecopier: (214) 464-1138

or to such other address as any party may designate for itself by like notice.

- 13. This agreement is binding on the parties hereto and their respective successors and assigns, including any Chapter 7 trustee.
- 14. The bankruptcy court shall retain jurisdiction to enforce or otherwise interpret the terms of this Stipulation, except that the Federal Communications Commission and the applicable state Public Utilities Commission (or its equivalent) shall retain the jurisdiction that they have over regulatory matters such as the performance by the parties of their respective obligations under applicable tariffs and Interconnection Agreements.
- 15. The effectiveness of this stipulation is subject to the following:
 - (a) bankruptcy court approval of this Stipulation;
 - (b) bankruptcy court approval of the sale to WCI;
 - (c) closing of the sale to WCI;
 - (d) regulatory approval; and

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(e) Telcordia actually assigning LCC's ACNAs to WCI and NECA actually assigning

LCC's OCNs to WCI.

WESTERN COMMUNICATIONS, INC. 0 By:/ Printed Name: Ron Henriksen

Title: President

LOGIX COMMUNICATIONS CORPORATION

Gaig? He By: Printed Name: (Mila T. JHEF77 President Title:

SBC TELECOMMUNICATIONS, INC., authorized agent for SOUTHWESTERN BELL TELEPHONE L.P., D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY AND PACIFIC BELL TELEPHONE COMPANY

Teson 8/2/02 Jac LD. Bv:

Printed Name: J. D. Tesson

Title: Vice President-Finance-Industry Markets

HOU:2046725.7

Schedule A

Access to UNE Conversion Non-Recurring Charges

Rate Element	First	Ea. Additional
<u>Texas</u> 4 Wire Loop	73.25	26.68
Cross Connect	39.05 ⁽¹⁾	34.16
Transport (Mileage)	174.43 ⁽²⁾	130.08
Service Order Charge	2.58	
Access Service Order Charge	14.00	

Note: These rates are from the Logix T2A.

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⁽¹⁾ Applies 2 times on loop + transport (2) Applies 1 time on loop + transport