

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P.  
d/b/a SBC MISSOURI  
AND  
TCG KANSAS CITY**

This Amendment entered into by and between SBC Operations, Inc. on behalf of and as agent for Southwestern Bell Telephone, L.P. d/b/a SBC Missouri (hereinafter referred to as "SBC Missouri") and TCG Kansas City and any of its current and future Affiliates or subsidiaries which are a Certified Local Exchange Carrier ("AT&T"), in the state of Missouri. SBC Missouri and AT&T may be referred to individually as "Party," or collectively as the "Parties." Affiliate shall have the meaning as set forth in the Act.

**WHEREAS**, SBC Missouri and AT&T entered into an interconnection agreement, as amended, pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") and approved by the public utilities commission in the state of Missouri (referred to as "Agreement").

**WHEREAS**, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

**WHEREAS**, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, SBC Missouri is no longer legally obligated to provide those network elements on an unbundled basis to AT&T under federal law; and

**WHEREAS**, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

**WHEREAS**, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

**WHEREAS**, the FCC issued its Order on Remand, including related unbundling rules,<sup>1</sup> on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS"), and holding that an incumbent LEC is not required to provide access to certain high-capacity loops and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs) all subject to certain transition requirements set forth below; and

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<sup>1</sup> Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

**WHEREAS**, based on the specific intercarrier compensation, interconnection, collocation, and other provisions in AT&T's Agreement, the Parties agree to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and mutual agreement set forth in the Agreement and in this Amendment, the Agreement is hereby amended as follows:

### **1.0 Scope of Agreement and Lock In**

- 1.1 The Whereas clauses contained herein are hereby incorporated into this Amendment.
- 1.2 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement.
- 1.3 The Parties intend that the Agreement, as amended by this Amendment, should govern their business relationship for the specified term(s), subject only to the terms and conditions in such Agreement, as amended. Accordingly, AT&T hereby waives its section 252(i) MFN rights for the remaining term of the Agreement, as amended by this Amendment.

### **2.0 Term and Termination**

- 2.1 Except as expressly set forth herein, nothing in this Amendment is intended to affect the term of the Agreement or a Party's termination rights under the Agreement including, without limitation, the right to terminate for breach or failure to pay.

### **3.0 TRO-Declassified Elements**

SBC Missouri is not required to provide to AT&T any of the following items either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, but only to the extent SBC Missouri is relieved of its obligations under the terms of the TRO:

- (i) entrance facilities;
- (ii) DSO or OCn level dedicated transport;
- (iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);
- (iv) OCn loops;
- (v) the feeder portion of the loop;
- (vi) line sharing;
- (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;

- (viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (ix) packet switching, including routers and DSLAMs;
- (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
- (xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC Missouri has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC Missouri will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO-Declassified Elements."

#### **4.0 Combination and Commingling of Network Elements – TRO Clarifications**

- 4.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by AT&T, or pursuant to Commingling), AT&T must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. AT&T hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC Missouri immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify SBC Missouri shall constitute a material breach of this Agreement.
- 4.2 At the request of AT&T, SBC Missouri shall provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those UNEs to provide a Telecommunications Service. Except as provided in this Agreement, including this Amendment, SBC Missouri shall provide access to UNEs without regard to whether AT&T seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 4.3 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that AT&T has obtained at wholesale from SBC Missouri, or the combining of a UNE, or combination of UNEs, with one or more such facilities or services. "Commingle" means the act of Commingling.
- 4.4 Subject to the other provisions of this Agreement, including this Amendment, SBC Missouri shall permit AT&T to Commingle a UNE or a UNE combination with one or more facilities or services that AT&T has obtained at wholesale from SBC Missouri. In addition, upon request, subject to the other provisions of this Agreement, including this Amendment, SBC Missouri shall perform the functions necessary to Commingle a UNE or a UNE combination with one or more facilities or services that AT&T has obtained at wholesale from SBC Missouri. Therefore, subject to the other provisions of this Agreement, including this Amendment, (i) AT&T may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC

Missouri (*e.g.*, switched and special access services offered pursuant to tariff), and (ii) SBC Missouri shall not deny access to UNEs and combinations of UNEs on the grounds that such UNEs are connected to, linked to, or combined with wholesale services obtained from SBC Missouri. Notwithstanding anything to the contrary in this Amendment, SBC Missouri shall have no obligation to perform the functions necessary to combine (or to complete the actual combining) or Commingle (or to complete the actual Commingling) if (i) it is not technically feasible or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with SBC Missouri's network.

- 4.5 SBC Missouri shall not be required to, and shall not, provide "ratcheting"<sup>2</sup> as a result of a Commingled Arrangement. SBC Missouri shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale from SBC Missouri (including for example special access services) on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis.
- 4.6 In accordance with and subject to the provisions of this Amendment, any request by AT&T for SBC Missouri to perform the functions necessary to Commingle (as well as requests where AT&T also wants SBC Missouri to complete the actual Commingling), shall be made by AT&T in accordance with this Amendment.
- 4.6.1 SBC Missouri has developed the following list of Commingled Arrangements that are available for ordering on a non-BFR basis by AT&T, which list is posted on "CLEC On-line."
- UNE DS1 loop connected to a muxed DS3 special access facility;
  - UNE DS1 transport connected to a muxed DS3 special access facility; and
  - UNE DS3 transport connected to a non-concatenated channelized (special access higher facility); and
  - UNE DS1 loop connected to a dedicated DS1 transport special access facility.
- 4.6.2 As other Commingling Arrangements become developed and tested by SBC Missouri, SBC Missouri may add such Arrangements to the list on "CLEC On-line" that are available without submitting a BFR and AT&T may order such arrangements under this Agreement, as amended by this Amendment. For any Commingled arrangement, SBC Missouri shall charge AT&T the rates and charges applicable to the Section 251 UNE(s) or those applicable to the facilities or services that AT&T has obtained at wholesale from SBC Missouri as well as other applicable rates (*e.g.* service order charge, record change charge).
- 4.6.3 Any AT&T request for a Commingled Arrangement not found on the above list of Commingled Arrangements and not listed on the "CLEC-On-line," must be submitted via the bona fide request (BFR) process. In any such BFR, AT&T must designate among other things the UNE(s), combination of UNEs, and the facilities or services that AT&T has obtained at wholesale from SBC Missouri sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them. For such BFR, AT&T shall be charged a reasonable fee for any Commingling work done by SBC Missouri under this Section 4.6.3 (including performing the actual Commingling) in addition to other applicable charges. Such fee

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<sup>2</sup> "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. SBC Missouri's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling.

- 4.6.4 As stated in Sections 4.3 and 4.4 above, a Commingled Arrangement must contain at least one Section 251(c)(3) unbundled network element. If a Commingled Arrangement ceases to have at least one Section 251(c)(3) network element it will no longer be considered a Commingled Arrangement. For purposes of this Section 4.6.4, TRO-Declassified Elements and TRO Remand-Declassified Elements, after completion of the applicable transition period, will no longer be considered Section 251(c)(3) unbundled network elements. If AT&T does not meet or for any reason stops meeting the applicable criteria set forth in Section 4 and/or the Mandatory Eligibility Criteria in Section 6, AT&T shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 4.6.5 AT&T and SBC Missouri disagree on whether a Section 271 network element may be included in a Commingled Arrangement that also includes a Section 251(c)(3) UNE. SBC Missouri believes that it is not required to include Section 271 network elements in any Commingled Arrangement, even those that include one or more Section 251(c)(3) UNEs. In contrast, AT&T believes that as long as a Commingled Arrangement includes one or more Section 251(c)(3) UNEs, SBC Missouri must commingle Section 271 elements with such UNE(s) if requested by AT&T. Without waiving any rights and without prejudice to any position AT&T may take in a subsequent proceeding, for purposes of this Amendment, AT&T agrees that it will not order, and SBC Missouri shall not be required to provision, Commingled Arrangements that include one or more Section 271 network elements. SBC Missouri agrees that AT&T's agreement in this section shall not constitute a precedent that can be used against AT&T in any proceeding except a proceeding to clarify and/or interpret this Agreement, including this Amendment.
- 4.6.6 Except upon request, SBC Missouri shall not separate requested UNEs that it currently combines. Except upon request, SBC Missouri shall not separate UNEs from other facilities or services that it currently commingles unless required by other provisions of the Agreement, including this Amendment.

## **5.0 Conversion of Wholesale Services to UNEs – TRO Clarifications**

- 5.1 Upon request, and subject to the criteria set forth in Section 4 and the applicable Mandatory Eligibility Criteria set forth in Section 6, SBC Missouri shall convert a wholesale service, or group of wholesale services to the equivalent UNE, or combination of UNEs that is available to AT&T under terms and conditions set forth in this Agreement, including this Amendment.
- 5.2 SBC Missouri shall not impose untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time in connection with any conversion between a wholesale service or a group of wholesale services and a UNE or combination of UNEs. SBC Missouri shall provide AT&T with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Missouri shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Missouri shall coordinate it with AT&T's representatives to accomplish this goal.

- 5.3 AT&T will issue the appropriate orders to convert wholesale services or a group of wholesale services to UNEs or combinations of UNEs unless the Parties mutually agree to handle such conversion(s) on a project basis. Applicable charges for UNEs or combinations of UNEs set forth in the Pricing Schedule of the Agreement shall apply when the order is completed.
- 5.4 If it is determined through an audit and/or dispute resolution process under this Agreement, or AT&T otherwise agrees, that AT&T does not meet or for any reason stops meeting the criteria set forth in Section 4 and the applicable Mandatory Eligibility Criteria in Section 6 for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, AT&T shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. If pursuant to the preceding sentence, AT&T fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), SBC Missouri may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to AT&T.
- 5.4.1 This Section 5.4 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an SBC Missouri service.
- 5.4.2 SBC Missouri may exercise its audit rights provided for hereunder in auditing compliance with any applicable eligibility criteria.
- 5.4.3 Nothing contained in this Amendment provides AT&T with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC Missouri's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

## **6.0 Mandatory Eligibility Criteria –TRO Clarifications**

- 6.1 An Enhanced Extended Loop or "EEL" means a UNE combination consisting of an unbundled loop(s) and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).
- 6.2 SBC Missouri is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless AT&T certifies that all of the following conditions (hereinafter the "Mandatory Eligibility Criteria") are met with respect to the arrangement being sought:
- 6.2.1 AT&T (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

- 6.2.2 Pursuant to Rule 51.318, the following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
- 6.2.2.1 Each circuit to be provided to each customer will be assigned a local telephone number prior to the provision of service over that circuit; and
  - 6.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
  - 6.2.2.3 Each circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit; and
  - 6.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 6.3 of this Amendment; and
  - 6.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 6.4 of this Amendment; and
  - 6.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, AT&T will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.4 of this Amendment; and
  - 6.2.2.7 Each circuit to be provided to each customer will be served by a switch capable of providing local voice traffic.
- 6.3 A collocation arrangement meets the requirements of Section 6 of this Amendment if it is:
- 6.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC Missouri's premises within the same LATA as the End User's premises, when SBC Missouri is not the collocator; or
  - 6.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC Missouri is the collocator.
- 6.4 An interconnection trunk meets the requirements of Sections 6.2.2.5 and 6.2.2.6 of this Amendment if AT&T will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.5 SBC Missouri makes forms available for the certifications required by this Section 6. AT&T prefers an alternative method of certification; accordingly, AT&T agrees to submit a letter, in the form attached hereto as Exhibit 1, dated as of the execution date of this Amendment from an Officer of AT&T to the Vice President of SBC Account Management, certifying that AT&T has implemented procedures such that AT&T certifies that any and all orders it submits, for high capacity EELs, will meet the Mandatory Eligibility Criteria set forth in Section 6.2 on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification shall have the same weight and effect as a separate certification, and such certification shall not diminish AT&T's obligation to comply with the criteria or certification requirements set forth in this Section 6.

- 6.5.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), AT&T shall update such certification promptly with SBC Missouri.
- 6.6 In addition to any other audit rights provided for in the Agreement and those allowed by law, SBC Missouri may obtain and pay for an independent auditor to audit AT&T, on an annual basis, applied on a State-by-State basis, for compliance with this Section 6. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC Missouri's written notice that an audit will be performed for that State, subject to Section 6.6.4 of this Section.
- 6.6.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding AT&T's compliance with the qualifying service eligibility criteria.
- 6.6.2 The independent auditor's report will conclude whether AT&T complied in all material respects with this Section 6.
- 6.6.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.6.4 To the extent the independent auditor's report concludes that AT&T failed to comply with this Section 6, AT&T must true-up any difference in payments beginning from the date that the non-compliant circuit did not meet the criteria in Section 6. In addition, AT&T must promptly convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, and AT&T shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC Missouri. If AT&T fails to promptly convert the UNE or UNE combination or Commingled Arrangement, SBC Missouri may initiate and affect such conversion on its own.
- 6.6.4.1 To the extent that the independent auditor's report concludes that AT&T failed to comply in all material respects with this Section 6, AT&T must reimburse SBC Missouri for the cost of the independent auditor.
- 6.6.4.2 To the extent the independent auditor's report concludes that the AT&T complied in all material respects with this Section 6, SBC Missouri must reimburse AT&T for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 6.6.5 AT&T will maintain the appropriate documentation to support its eligibility certifications, pursuant to Section 6.2.
- 6.7 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, AT&T shall fully comply with this Section 6 in all cases and, further, the failure of SBC Missouri to require such compliance, including if SBC Missouri provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 6, shall not act as a waiver of any part of this Section, and

estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

## **7.0 Routine Network Modifications – TRO Clarifications**

- 7.1 SBC Missouri shall make all routine network modifications, as defined by 47 CFR §§319(a)(8) and 319(e)(5), to unbundled loop and transport facilities used by AT&T where the requested loop or transport facility has already been constructed. SBC Missouri shall perform routine network modifications to unbundled loop or transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 7.2 A routine network modification is an activity that SBC Missouri regularly undertakes for its own customers. Routine network modifications include, rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC Missouri ordinarily attaches to activate such a loops to activate for its own retail customers under the same conditions and in the same manner that SBC Missouri does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC Missouri will place drops in the same manner as it does for its own customers.
- 7.3 Routine network modifications do not include constructing new loops; installing new cable; securing permits or, rights-of-way; constructing and/or placing new manholes, or conduits; or installing new terminals. SBC Missouri is not obligated to perform those activities for a requesting telecommunications carrier.
- 7.4 SBC Missouri shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC Missouri's retail customers.
- 7.5 SBC Missouri will impose only non-recurring charges for Routine Network Modifications and only in instances where costs relating to such Routine Network Modifications are not already recovered through existing, applicable recurring and non-recurring rates or charges. Charges for Routine Network Modifications shall include non-recurring direct time and material costs of each modification, plus overhead allocation consistent with that applicable to UNEs. Prior to beginning work on any Routine Network Modification, SBC Missouri shall notify AT&T, in writing, of the need for such a modification. If a Routine Network Modification is subject to additional charges, AT&T will be given the option of either canceling the order or requesting a price quote for the required Routine Network Modification. If AT&T requests a price quote, SBC Missouri will not proceed with the Routine Network Modification before receiving an affirmative written response from AT&T. Upon accepting the price quote, AT&T shall be required to pay for the Routine Network Modification, if the order is subsequently cancelled; provided, however, that no charges shall apply if AT&T cancels its order prior to SBC Missouri beginning such modification. ICB rates shall apply to Routine Network Modifications unless and until the Parties negotiate specific rates for such Routine Network Modifications or until specific rates are otherwise established for such Routine Network Modifications through applicable state commission proceedings.

## **8.0 Access to Local Loop**

- 8.1 Subject to Section 8.2 below, SBC Missouri is prohibited from engineering the transmission capabilities of their loops in a way that would disrupt or degrade the local loop UNEs (either hybrid loops or stand-alone copper loops) provided to AT&T. SBC Missouri shall not engage in any policy, practice, or procedure, that disrupts or degrades access to the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which AT&T may obtain or has obtained access pursuant to this Agreement, including this Amendment, provided, however, that nothing herein shall obligate SBC Missouri to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.2 Notwithstanding anything to the contrary in the Agreement, as amended hereby, nothing herein shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").
- 8.3 "Hybrid Loops." SBC Missouri will provide AT&T with access to hybrid loops in accordance with 47 C.F.R. §51.319(a)(2). A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 8.3.1 Packet switching facilities, features, functions, and capabilities. SBC Missouri is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 8.3.2 Broadband services. When AT&T seeks access to a hybrid loop for the provision of broadband services, SBC Missouri shall provide AT&T with nondiscriminatory access to the time division multiplexing-based (TDM based) features, functions, and capabilities of that hybrid loop including DS1 or DS3 capacity (where impairment has been found to exist) regardless of the type of loop architecture (e.g., NGDLC, UDLC, IDLC) on an unbundled basis to establish a complete transmission path between the SBC Missouri central office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.
- 8.3.3 Narrowband services. For narrowband access, SBC Missouri shall provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or to a spare home-run copper loop serving that customer on an unbundled basis.

**9.0 TRO Remand-Declassified Elements (Mass Market Unbundled Local Switching and UNE-P) and Transition Period**

9.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the *TRO Remand Order*, effective March 11, 2005, AT&T is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with "UNE-P") at UNE rates. Accordingly, pursuant to Rule 51.319(d)(2)(iii), although SBC Missouri shall continue to provide access to Mass Market ULS or Mass Market UNE-P to AT&T for AT&T to serve its embedded base of end-user customers for the transition period specified in Section 9.2 below, beginning on March 11, 2005, the price for Mass Market ULS and UNE-P shall be the higher of (A) the rate at which AT&T obtained such Mass Market ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable State Commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS and UNE-P, plus one dollar.<sup>3</sup> For purposes of this Amendment, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) AT&T shall be fully liable to SBC Missouri to pay such pricing under this Amendment, including applicable terms and conditions governing failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement. SBC Missouri's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 9 shall be on an "as is" basis, except that AT&T may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P, and subject to this Section 9, SBC Missouri shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent the features are "loaded" and "activated" in the switch.

9.1.1 For purposes of this Amendment, the term "embedded base" shall mean Mass Market ULS or Mass Market UNE-P ordered by AT&T from SBC Missouri prior to March 11, 2005, except in states where the applicable public utilities commission has in a final order of general applicability interpreted the meaning of "embedded base" differently. Subject to its rights under Section 12.6, SBC Missouri shall comply with such final orders.

9.2 In order to complete the transition of AT&T's embedded base of Mass Market ULS and Mass Market UNE-P arrangements by March 11, 2006, AT&T will begin issuing the appropriate orders to either disconnect such arrangements or convert to an alternative service arrangement (such as a Total Services Resale (TSR)) beginning no later than January 3, 2006 in accordance with the applicable procedures outlined in SBC's CLEC Handbook. For those AT&T Mass Market ULS/UNE-P embedded base lines remaining in place on January 3, 2006, AT&T must issue orders to either disconnect those lines or convert those lines to an alternative service arrangement in accordance with the applicable procedures outlined in SBC's CLEC Handbook. AT&T must complete such disconnects or conversions on an evenly-distributed daily basis between January 3, 2006 and March 3, 2006. For example, but not by way of limitation, if AT&T has 60 Mass Market ULS/UNE-P lines in place on January 3, 2006, AT&T must submit orders with the requisite due dates such that SBC Missouri is able to complete the disconnection or conversion to an alternative service arrangement of one AT&T embedded base line per day beginning January 3, 2006 and continuing through March 3, 2006.

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<sup>3</sup> To the extent that the State Commission order raises some rates and lowers others for the aggregate combination of loops, shared transport, and switching (i.e. UNE-P), [SBC MISSOURI] may adopt either all or none of these UNE platform rate changes.

- 9.2.1 To the extent any AT&T embedded base Mass Market ULS/UNE-P lines remain in place at the conclusion of the twelve (12) month transition period, SBC Missouri, without further notice or liability, will re-price such arrangements to market based rates.
- 9.3 SBC Missouri shall provide AT&T with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Missouri shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Missouri shall coordinate it with AT&T's representatives to accomplish this goal.
- 9.4 Sections 9.1 and 9.2, above, apply and are operative regardless of whether AT&T is requesting Mass Market ULS or Mass Market UNE-P under the Agreement as amended by this Amendment or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
- 10.0 TRO Remand Declassified Elements (High-capacity Loop and Transport) and Transition Period**
- 10.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the *TRO Remand Order*, effective March 11, 2005, AT&T is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:
- (i) Dark Fiber Loops;
  - (ii) DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;
  - (iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or
  - (iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Element(s)."

- 10.2 Intentionally left blank.
- 10.2.1 In connection with access to unbundled dedicated transport pursuant to 47 CFR § 51.319(e), SBC Missouri has identified Tier 1 and Tier 2 wire centers in accordance with the criteria set forth in 47 CFR § 51.319(e)(3). In connection with access to unbundled DS1 and DS3 loops pursuant to 47 CFR § 51.319(a), SBC Missouri has identified wire centers in accordance with the criteria set forth in 47 CFR §§ 51.319(a)(4) and (a)(5). SBC Missouri has posted a listing of all such identified wire centers to its CLEC Online website. SBC Missouri will provide thirty (30) days advance notice to AT&T prior to posting updates to its non-impaired wire center listing.
- 10.2.1.1 If the number of fiber-based collocators in, and/or the number of business lines served by, a wire center rises such that the classification of that wire center (i) as Tier 1, 2 or 3 would change, for purposes of access to unbundled dedicated transport pursuant to 47 CFR § 51.319(e), or (ii) changes for purposes of access to unbundled DS1 or DS3

loops pursuant to 47 CFR § 51.319(a), SBC Missouri may post to its wire center list at the CLEC On-Line website and shall provide notice to all CLECs in an Accessible Letter, identifying each wire center affected, whether the wire center is affected for purposes of access to unbundled dedicated transport or unbundled DS1/DS3 loops. Such notices will be provided to CLECs each time SBC Missouri updates a wire center list posted on its CLEC Online website pursuant to this Section 10.2.1.

10.2.2 AT&T shall undertake a reasonably diligent inquiry to determine whether a new order for DS1, DS3 or Dark Fiber Transport or DS1 or DS3 Loop(s) (not part of AT&T's embedded base) is disallowed by the criteria set forth in Section 10.1, above, prior to submitting its order to SBC Missouri and self-certify in writing to SBC Missouri prior to submitting its order that based on its reasonable inquiry the order satisfies such criteria. If AT&T makes such self-certification in writing, and to the extent (a) such self-certification is not contrary to a previous finding by the FCC or state commission (or other similar finding) of non-impairment for that element in the applicable wire center and (b) and such elements are otherwise available under this Agreement, including this Amendment, SBC Missouri shall provision (even if SBC Missouri disputes AT&T's self-certification) the requested DS1 or DS3 loop or transport or Dark Fiber transport in accordance with AT&T's order and within SBC Missouri's standard ordering interval applicable to such facilities and, if it desires to do so, SBC Missouri may dispute the self-certification and associated orders pursuant to Section 10.2.2.1, below. AT&T must remain in compliance with its self-certification for so long as AT&T continues to receive the aforementioned facilities and/or services from SBC Missouri and promptly notify SBC Missouri of any non-compliance. If SBC Missouri's wire center list changes, such that facilities in use by AT&T are no longer available as Unbundled Network Elements, pursuant to 47 CFR §§ 51.319(a) or (e), then the parties shall follow the process set forth in Section 10.3.

10.2.2.1 Disputes regarding AT&T's compliance with Section 10.2.2 shall be addressed through the dispute resolution process set out in the Agreement or any available FCC or State Commission processes or proceedings designed to review and approve SBC Missouri's non-impairment designation(s). If the Parties determine through informal dispute resolution, or the applicable State Commission determines in an arbitration or otherwise after formal dispute resolution, or it is otherwise determined by the FCC or State Commission, or other regulatory or legal body or court of competent jurisdiction that AT&T was not entitled to the provisioned facility pursuant to 47 CFR §§ 51.319(a) or (e), as applicable, the rates paid by AT&T for the affected facility shall be subject to true-up to an equivalent month-to-month special access rate as of the later of the date (i) upon which SBC Missouri was no longer required to provide access to the provisioned element pursuant to 47 CFR §§ 51.319(a) or (e), as applicable, or (ii) billing began for the provisioned element. In addition, AT&T shall be required to issue an order to disconnect or to transition from the UNE facility to another service within 90 days after the determination. If AT&T does not issue an order to disconnect or to transition the facility within the 90 day period, then SBC Missouri may transition the facility to a month-to-month special access arrangement.

10.2.2.2 In the event of a dispute following AT&T's self-certification pursuant to Section 10.2.2 above, upon reasonable request by the FCC, state Commission or SBC Missouri, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its self-certification as being consistent with the requirements of the FCC's TRRO, only

to the extent necessary to substantiate its self-certification. Upon reasonable request by the FCC, state Commission or AT&T, SBC Missouri will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its classification of wire centers as Tier 1 or Tier 2 with respect to unbundled dedicated transport, and its classification of wire centers with respect to unbundled DS1/DS3 loops, only to the extent necessary to justify the classification.

- 10.2.3 Accordingly, pursuant to Rules 51.319(a) and (e), although SBC Missouri shall continue to provide AT&T's embedded base of the Affected Element(s) for the transition period specified in Section 10.3 below, if and as provided by the Agreement, beginning on March 11, 2005, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate AT&T paid for the Affected Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%*. To the extent the State Commission raises some rates and lowers others for high capacity loops, SBC Missouri may adopt either all or none of these high capacity loop rate changes. To the extent the State Commission raises some rates and lowers others for dedicated transport, SBC Missouri may adopt either all or none of these dedicated transport rate changes. AT&T shall be fully liable to SBC Missouri to pay such pricing under the Amendment, including applicable terms and conditions governing failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 10.2.4 For purposes of this Amendment, the term "embedded base" shall mean Affected Elements properly ordered by AT&T prior to March 11, 2005.
- 10.3 For any Affected Elements, AT&T will issue the appropriate orders to disconnect or convert to an analogous access service (including special access service purchased pursuant to any Optional Payment Plan ("OPP") or other agreement providing for term or volume discounts between AT&T and SBC Missouri, subject to the terms and conditions of such OPP or other agreement.); provided, however, SBC Missouri and AT&T shall mutually agree on a transition schedule for completing the work on such orders to ensure an orderly transition of AT&T's embedded base Affected Element customers to be completed by the end of the transition period defined in the TRO Remand Order (12 or 18 months—March 11, 2006 or September 11, 2006 from the TRO Remand Order's effective date as applicable). Any charges applicable to the OPP or other arrangement shall apply as of that order completion date for such conversion and be reflected in the next available billing cycle.
- 10.3.1 To the extent SBC Missouri modifies the Wire Center List pursuant to Section 10.2.1 of this Amendment, so that additional wire centers/routes/buildings are non-impaired, the Parties agree to work together to develop a mutually agreeable conversion schedule, taking in to consideration the number and location of facilities to be converted not to exceed the later of (i) 90 days or (ii) the applicable FCC transition period(s) specified above.
- 10.3.2 For Dark Fiber Affected Elements, AT&T will remove all AT&T services from such Dark Fiber Affected Elements and return the facilities to SBC Missouri by the end of the eighteen (18) month transition period. If AT&T fails to comply with this section, SBC Missouri, without further notice or liability may disconnect and reclaim the facilities.

- 10.3.3 To the extent that there are AT&T embedded base Affected DS1 or DS3 High-Capacity Loops or Dedicated Transport in place at the conclusion of the 12-month transition period, SBC Missouri, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.
- 10.4 SBC Missouri shall provide AT&T with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Missouri shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Missouri shall coordinate it with AT&T's representatives to accomplish this goal.
- 10.5 Sections 10.3.1 and 10.3.2, above, apply and are operative regardless of whether AT&T is requesting the Affected Element(s) under the Agreement, including this Amendment or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement, including this Amendment or not.
- 10.6 Mass Market ULS, Mass Market UNE-P and the Affected Elements are sometimes collectively referred to in this Amendment as "TRO Remand-Declassified Elements."
- 11.0 Notice and Transition for Declassified TRO Elements**
- 11.1 With the exception of the TRO Remand Declassified Elements for which the FCC has defined a transition period as set forth in Sections 9.2 and 10.3, this Section sets forth the Notice and Transition Processes for Declassified TRO Elements.
- 11.1.1 SBC Missouri is not required to provide the element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to AT&T under this Agreement, including this Amendment, and the following notice and transition procedure shall apply. AT&T's ability to Commingle a facility or service previously acquired as a UNE with a UNE or Combination of UNEs is limited as set forth in Sections 4, 5, and 6.
- 11.2 SBC Missouri will provide written notice to AT&T of the fact that the network element(s) and/or the combination or other arrangement in which the network element(s) had been previously provided on an unbundled basis is no longer required to be provided. During a transitional period of thirty (30) days from the date of such notice, SBC Missouri agrees to continue providing such network element(s) pursuant to the terms and conditions of the underlying Agreement.
- 11.2.1 Upon receipt of such written notice, AT&T will cease new orders for such network element(s) that are identified in the SBC Missouri notice letter. SBC Missouri reserves the right to monitor, review, and/or reject AT&T orders transmitted to SBC Missouri and, to the extent that the AT&T has submitted orders and such orders are provisioned after this thirty (30)-day transitional period, such network elements are still subject to this Section 11.2.1, including the AT&T options set forth in Section 11.2.2 below, and SBC Missouri's right of conversion in the event the AT&T options are not accomplished by the end of the 30-day transitional period.
- 11.2.2 During such thirty (30) day transitional period, the following options are available to AT&T with regard to the network element(s) identified in the SBC Missouri notice, including the

combination or other arrangement in which the network element(s) were previously provided:

- (i) AT&T may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (ii) SBC Missouri and AT&T may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the thirty (30) day transitional period, unless AT&T has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 11.2.2(i), above, and if AT&T and SBC Missouri have failed to reach agreement, under Section 11.2.2(ii), above, as to a substitute service arrangement or element, then SBC Missouri will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale service under the Parties' Agreement or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

- 11.3 SBC Missouri shall provide AT&T with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Missouri shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Missouri shall coordinate it with AT&T's representatives to accomplish this goal.

## 12.0 Miscellaneous

- 12.1 Except as otherwise provided in this Amendment, the Parties acknowledge the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. Accordingly, each of the rights and obligations set forth in this Amendment is cumulative and is in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
- 12.2 EXCEPT AS MODIFIED HEREIN OR AS OTHERWISE LATER AGREED BY THE PARTIES IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement.
- 12.3 This Amendment shall be effective upon execution of the Parties<sup>4</sup> subject to any necessary commission approval ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those

<sup>4</sup> AT&T agrees that SBC Missouri may bill the transition rates set forth in Sections 9.1 and 10.2.3 effective March 11, 2005, but SBC Missouri agrees that payment of the increase in rates reflected in such provisions (and billed prior to execution of this Amendment) is not due under the terms of the Agreement until thirty (30) days after this Amendment is fully executed by the Parties.

rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

- 12.4 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment.
- 12.5 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 12.6 By entering into this Amendment to obtain the benefits set forth herein in whole or in part, each Party expressly waives its right to challenge the terms of the Agreement as amended by this Amendment, in any judicial, dispute resolution or regulatory proceeding, except that each Party expressly reserves the right to (i) to challenge or support any determination by a state or federal regulatory or legislative bodies or courts of competent jurisdiction relating to the definition and/or scope of the term "embedded base" in Section 9.1.1 of this Amendment or (ii) to seek clarification or interpretation of the terms of this Agreement, including this Amendment, through the dispute resolution process established by the State Commission or challenge in any judicial, dispute resolution or regulatory proceeding regarding the interpretation of this Agreement or any agreement containing the same or substantially similar language to this Agreement, including this Amendment; such right to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When a final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal. Any dispute between the Parties regarding the manner in which this Agreement, including this Amendment should be modified to reflect the effect of the appellate court decision shall be resolved by the State Commission. Neither Party waives any legal argument, position, or assertion whatsoever in future arbitrations except AT&T waives its right to advocate in future arbitrations that SBC Missouri's voluntarily agreed and/or extended the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the following signatures on the dates set forth.

TCG Kansas City on behalf of itself, Affiliates and Subsidiaries

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri by SBC Operations, Inc., Its authorized agent

Signature: *Stephen G. Huels*

Signature: *Mike Auinbauh*

Name: Stephen G. Huels

Name: Mike Auinbauh

Title: Region Vice President

Title: AVP - Local Interconnection Marketing

Date: Aug. 1, 2005

Date: JUL 29 2005

FACILITIES-BASED OCN # 6123

ACNA TPM

**EXHIBIT 1**

[Date]

Mr./Ms \_\_\_\_\_  
VP SBC Account Management  
[SBC fill in remaining address information]

Re: High Capacity EEL Certification

Dear \_\_\_\_\_:

As you are aware, AT&T and TCG entities, including TC Systems, Inc., (collectively, "AT&T") operate under interconnection agreements with SBC entities in the SBC ILEC thirteen state territory (the ICAs). With this letter AT&T confirms that it has implemented procedures such that AT&T hereby certifies that any and all orders AT&T submits for high capacity EELs, meet the Mandatory Eligibility Criteria set forth in Section 6.2 of those certain amendments, dated on or about \_\_\_\_\_, to the ICAs, on a circuit-by-circuit, service-by-service, Included Arrangement-by-Included Arrangement basis.

Should you have any questions, please contact \_\_\_\_\_.

Sincerely,

[Print Name]  
[Title]