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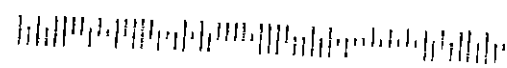
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KMC Telecom III, Inc.  
Legal Department  
1755 N. Brown Road  
Lawrenceville, GA 30043

Missouri Public  
Service Commission

NOV 16 2009

FILED<sup>3</sup>



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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

10/5/04 TC-2010-0107

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KMC Telecom III, Inc.  
Legal Department  
1755 N. Brown Road  
Lawrenceville, GA 30043

2. Article Number  
(Transfer from service)

7007 0710 0002 2048 0813

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
**X** ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Southwestern Bell Telephone Company,  
d/b/a AT&T Missouri,

Complainant,

v.

**File No. TC-2010-0107**

Big River Telephone Company, LLC; Davidson  
Telecom, LLC; KMC Data, L.L.C.; KMC Telecom III, LLC;  
Level 3 Communications LLC; Matrix Telecom, Inc.;  
MCI metro Access Transmission Services LLC;  
McLeodUSA Telecommunications Services, Inc.;  
Nexus Communications, Inc.; PAC-West Telecomm,  
Inc.; Qwest Communications Corporation; TruComm  
Corporation; and tw telecom of kansas city llc,

Respondents.

**NOTICE OF COMPLAINT AND  
ORDER DIRECTING STAFF INVESTIGATION**

Issue Date: October 5, 2009

Effective Date: October 5, 2009

Big River Telephone Company, LLC  
24 South Minnesota  
P.O. Box 1608  
Cape Girardeau, MO 63702-1608  
**CERTIFIED MAIL**

Davidson Telecom, LLC  
P.O. Box 2342  
Davidson, NC 28036  
**CERTIFIED MAIL**

KMC Data, L.L.C.  
3200 W. Pleasant Run Road, Suite 260  
Lancaster, TX 75146  
**CERTIFIED MAIL**

KMC Telecom III, Inc.  
1755 N. Brown Road  
Lawrenceville, GA 30043  
**CERTIFIED MAIL**

Level 3 Communications, LLC  
712 N. Main St.  
Coudersport, PA 16915  
**CERTIFIED MAIL**

Matrix Telecom, Inc.  
7171 Forest Lane, Suite 700  
Dallas, TX 75230  
**CERTIFIED MAIL**

MCImetro Access Transmission  
Services, LLC  
One Verizon Way  
Basking Ridge, NJ 07920  
**CERTIFIED MAIL**

McLeodUSA Telecommunications  
Services, Inc.  
1 Marthas Way  
P.O. Box 3177  
Hiawatha, IA 52233  
**CERTIFIED MAIL**

Nexus Communications, Inc.  
3629 Cleveland Ave., Suite C  
Columbus, OH 43224  
**CERTIFIED MAIL**

Pac-West Telecomm, Inc.  
4210 Coronado Ave.  
Stockton, CA 95204  
**CERTIFIED MAIL**

Qwest Communications Company, LLC  
1801 California St., Suite 650  
Denver, CO 80202  
**CERTIFIED MAIL**

TruComm Corporation  
1608 Barclay Boulevard  
Buffalo Grove, IL 60089-4523  
**CERTIFIED MAIL**

tw telecom of kansas city llc  
10475 Park Meadows Dr., Suite 400  
Littleton, CO 80124  
**CERTIFIED MAIL**

On October 2, 2009, Southwestern Bell Telephone Company, L.P., d/b/a AT&T Missouri, filed a complaint with the Missouri Public Service Commission against thirteen telecommunications companies as listed in the case caption. A copy of the complaint is enclosed.

Pursuant to 4 CSR 240-2.070, the Respondents shall have 30 days from the date of this notice to file an answer or to file notice that the complaint has been satisfied.

In the alternative, the Respondents may file a written request that the complaint be referred to a neutral third-party mediator for **voluntary mediation** of the complaint. Upon receipt of a request for mediation, the 30-day time period shall be tolled while the Commission ascertains whether or not the Complainant is willing to submit to voluntary mediation. If the Complainant agrees to mediation, the time period within which an answer

is due shall be suspended pending the resolution of the mediation process. Additional information regarding the mediation process is enclosed.

If the Complainant declines the opportunity to seek mediation, the Respondents will be notified in writing that the tolling has ceased and will also be notified of the date by which an answer or notice of satisfaction must be filed. That period will usually be the remainder of the original 30-day period.

All pleadings (the answer, the notice of satisfaction of complaint or request for mediation) shall be mailed to:

Secretary of the Public Service Commission  
Post Office Box 360  
Jefferson City, Missouri 65102-0360

or filed electronically with the Commission's Electronic Filing and Information System (EFIS). A copy shall be served upon the Complainant at the Complainant's address as listed in the enclosed complaint. A copy of this notice has been mailed to the Complainant.

Under Commission rule 4 CSR 240-2.070(10), after a formal complaint has been filed the Commission may request an analysis by its Staff for the reasons underlying the complaint. The Staff must then file its findings with the Commission and serve copies on the other parties.

The Commission views its Staff as an unbiased third party in this complaint case and will direct the Staff to investigate the contested issues set out in the pleadings and to file a report of its findings with the Commission. Staff also has the discretion to report its findings as to any other contested issue in this case, which issue may appear during its investigation.

The Commission's rules of discovery are set forth at 4 CSR 240-2.090.

**THE COMMISSION ORDERS THAT:**

1. Big River Telephone Company shall file a response to this complaint no later than November 4, 2009.
2. Davidson Telecom, LLC, shall file a response to this complaint no later than November 4, 2009.
3. KMC Data, L.L.C., shall file a response to this complaint no later than November 4, 2009.
4. KMC Telecom III, LLC, shall file a response to this complaint no later than November 4, 2009.
5. Level 3 Communications, LLC, shall file a response to this complaint no later than November 4, 2009.
6. Matrix Telecom, Inc., shall file a response to this complaint no later than November 4, 2009.
7. MCImetro Access Transmission Services, LLC, shall file a response to this complaint no later than November 4, 2009.
8. McLeodUSA Telecommunications Services, Inc., shall file a response to this complaint no later than November 4, 2009.
9. Nexus Communications, Inc., shall file a response to this complaint no later than November 4, 2009.
10. Pac-West Telecomm, Inc., shall file a response to this complaint no later than November 4, 2009.
11. Qwest Communications Corporation shall file a response to this complaint no later than November 4, 2009.

12. Trucomm Corporation shall file a response to this complaint no later than November 4, 2009.

13. tw telecom of kansas city llc shall file a response to this complaint no later than November 4, 2009.

14. The Staff of the Commission shall file a report of its investigation in this matter no later than November 24, 2009.

15. This order shall become effective upon issuance.

**BY THE COMMISSION**



Steven C. Reed  
Secretary

( S E A L )

Nancy Dippell, Deputy Chief Regulatory  
Law Judge, by delegation of authority  
pursuant to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,  
on this 5th day of October, 2009.

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Southwestern Bell Telephone	)	
Company d/b/a AT&T Missouri,	)	
	)	
Complainant,	)	
	)	
vs.	)	
	)	
Big River Telephone Company, LLC; Davidson	)	Case No. _____
Telecom, LLC; KMC Data; KMC Telecom III,	)	
LLC; Level 3 Communications LLC; Matrix	)	
Telecom, Inc.; MCImetro Access Transmission	)	
Services LLC; McLeodUSA Telecommunications	)	
Services, Inc.; Nexus Communications, Inc.;	)	
PAC-West Telecomm, Inc.; Qwest	)	
Communications Corporation; TruComm	)	
Corporation; tw telecom of kansas city llc,	)	
	)	
Respondents.	)	

**COMPLAINT**

COMES NOW AT&T Missouri,<sup>1</sup> pursuant to the provisions of 47 U.S.C. §§ 251 and 252, the interconnection agreement in effect between AT&T Missouri and each of the Respondents identified herein, and other applicable authority, and hereby submits this Complaint against said Respondents, for resolution by the Commission.

**A. Introduction/Summary**

This Complaint seeks to compel the various Respondents -- all of whom are Missouri competitive local exchange companies ("CLECs") with whom AT&T Missouri does business under the terms of a Commission-approved interconnection agreement ("ICA") -- to enter into an "intervening law" (a/k/a "change of law") amendment pursuant to the ICA. The amendment, previously tendered to each Respondent, would reflect two developments in the law since each agreement was consummated: (1) the federal court's decision in the "Post-M2A Appeal"

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<sup>1</sup> Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri").



stemming from the Commission's 2005 *Post-M2A Arbitration Order*,<sup>2</sup> and (2) the access charge provisions of new § 392.550.2, resulting from HB 1779, enacted last year. Such amendments involving other CLECs and covering each of these developments, either singly or together, have been previously filed, supported by Staff, and approved by the Commission. AT&T Missouri has sought to obtain the same amendments from the afore-mentioned Respondents, to no avail. AT&T Missouri respectfully requests, therefore, that the Commission exercise its power under the federal Telecommunications Act of 1996 to interpret and enforce the terms of the subject interconnection agreements in this circumstance.<sup>3</sup>

### **B. The Parties**

The Respondents to whom this Complaint is directed, all of whom are parties to a Post-M2A Commission-approved ICA, are listed below. Following each listed Respondent is the case number in which the Commission approved that Respondent's ICA with AT&T Missouri.

- Big River Telephone Company, LLC (TK-2006-0073)
- Davidson Telecom, LLC (TK-2006-0044)
- KMC Data (TK-2006-0044)
- KMC Telecom III, LLC (TK-2006-0044)
- Level 3 Communications LLC (TK-2005-0285)
- MatrixTelecom, Inc. (VT-2006-0011)
- MCImetro Access Transmission Services LLC (TK-2006-0050)
- McLeodUSA Telecommunications Services, Inc. (VT-2006-0022)
- Nexus Communications, Inc. (TK-2006-0044)
- Pac-West Telecomm, Inc. (VT-2006-0037)
- Qwest Communications Corporation (TK-2006-0044)
- TruComm Corporation (TK-2006-0044)
- tw telecom of kansas city llc (VT-2009-0036)

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<sup>2</sup> See, *Southwestern Bell Telephone, L.P., d/b/a SBC Missouri's Petition for Compulsory Arbitration of Unresolved Issues for a Successor Interconnection Agreement to the Missouri 271 Agreement ("M2A")*, Case No. TO-2005-0336, Arbitration Order, issued July 11, 2005 (*"Post-M2A Arbitration Order"*); see also, *Southwestern Bell Telephone, L.P. v. Missouri Public Service Commission*, 461 F. Supp. 1055 (E.D. 2006), *aff'd*, 530 F.3d 676 (8<sup>th</sup> Cir. 2008), *cert. denied*, 555 U.S. ---, January 12, 2009.

<sup>3</sup> See, *Southwestern Bell Telephone Co. v. Connect Communications Corp.*, 225 F.3d 942, 946 (8<sup>th</sup> Cir. 2000) ("The Act provides that an interconnection agreement, reached either by negotiation or arbitration, must be submitted to the state commission for approval. See, 47 U.S.C. § 252(e)(1). This grant of power to state commissions necessarily includes the power to enforce the interconnection agreement.") (further citation omitted).

### C. The *Post-M2A Arbitration Order* and Subsequent Legal Developments

On July 11, 2005, the Commission issued its *Post-M2A Arbitration Order*, which represented the culmination of arbitration proceedings regarding a successor interconnection agreement to the Missouri 271 Agreement (“M2A”). Several “spin-off” proceedings thereafter commenced, to conform each CLEC’s ICA to the results of the *Post-M2A Arbitration Order*, with one principal exception. In the June 21, 2005, *Final Arbitrator’s Report* which was largely incorporated by reference into *Post-M2A Arbitration Order*, the Arbitrator ruled that with respect to those CLECs that had failed to respond to then SBC’s requests to negotiate a successor ICA, “SBC and the 19 non-responding CLECs will do business after July 19, 2005, pursuant to the rates, terms, and conditions set out in the Generic Successor ICA proposed by SBC, Exhibit 27 to SBC’s *Petition for Arbitration*.”<sup>4</sup>

The General Terms and Conditions of each of these Commission-approved ICAs contain “Intervening Law” provisions that are the same in all respects material to this Complaint as those contained in the Commission-approved Generic Successor ICA. These provisions provide a mechanism to ensure that the duties and obligations imposed by the interconnection agreements approved in 2005 remain consistent with later legislative, regulatory and judicial developments. In this regard, the General Terms and Conditions of the Generic Successor ICA provide, in pertinent part:

If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) (“Provisions”) of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). With respect to any Written Notices hereunder, the Parties shall have sixty (60)

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<sup>4</sup>*Post-M2A Arbitration Order*, p. 67 (Ordering Clause One); *Final Arbitrator’s Report*, p. 13.

days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.” Petition for Arbitration, March 29, 2005, Exhibit 27, General Terms and Conditions, § 23.1. (pp. 37-38 of 58)

After issuance of the Commission’s *Post-M2A Arbitration Order*, two developments ensued, which impacted the ICAs with the Respondents named herein to the extent that each qualifies as an intervening or change in existing law.

**The “Post-M2A Appeal” federal court decision** – In September, 2006, in Case No. 4:05-CV-I264 CAS, the St. Louis federal district court issued its Memorandum and Order ruling on various appeals from the *Post-M2A Arbitration Order*. For purposes of this Complaint, two holdings by the Court are pertinent. First, in ruling in favor of AT&T Missouri, the Court concluded that “the Arbitration Order’s requirement that SBC include § 271 unbundling obligations is beyond the jurisdiction of the MPSC[,]” and that “the Arbitration Order conflicts with and is preempted by federal law to the extent it requires SBC to provide unbundled access to switching and the [Unbundled Network Element] Platform.”<sup>5</sup> Second, in ruling in favor of the CLECs, the Court concluded that “the Arbitration Order should be affirmed to the extent it determined that CLECs are entitled to entrance facilities as needed for interconnection pursuant to § 251(c)(2), and that TELRIC is the appropriate rate for these facilities.”<sup>6</sup> The Court’s rulings, ultimately affirmed on appeal,<sup>7</sup> resolved the uncertainties presented by the various legal challenges to the *Post-M2A Arbitration Order*.

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<sup>5</sup> 461 F. Supp. at 1069, 1070; *see also*, 461 F. Supp. At 1071 (“The MPSC lacks jurisdiction or authority to include § 271 checklist items or to order § 271 unbundling as part of arbitrated interconnection agreements, or to set rates for these items.”).

<sup>6</sup> 461 F. Supp. at 1073.

<sup>7</sup> *See*, note 2, *infra*.

**HB 1779** – On August 28, 2009, § 392.550 became effective with the enactment of HB 1779. Subsection 2 of § 392.550 states:

Interconnected voice over Internet protocol service shall be subject to appropriate exchange access charges to the same extent that telecommunications services are subject to such charges. Until January 1, 2010, this subsection shall not alter intercarrier compensation provisions specifically addressing interconnected voice over Internet protocol service contained in an interconnection agreement approved by the commission pursuant to 47 U.S. 252 and in existence as of August 28, 2008.

This new statutory provision represents intervening law regarding intercompany compensation on interconnected voice over Internet protocol service traffic.

In approximately September, 2008, AT&T Missouri set about preparing and tendering to CLECs with whom it had entered into ICAs a proposed ICA amendment reflecting these developments. As a result of this effort, and AT&T Missouri's having followed up with CLECs to whom it wrote, many CLECs have since executed these amendments (as has AT&T Missouri thereafter), and these amendments have been filed with and approved by the Commission.

Despite these efforts, however, each of the named Respondents has failed to execute and return the tendered amendment (or an agreed suitable alternative) to AT&T Missouri. AT&T Missouri has corresponded with these CLECs and has otherwise complied with the applicable dispute resolution process provided for in these CLECs' ICAs. Attached hereto are copies of the ICA amendment originally tendered to each of them.<sup>8</sup>

In sum, AT&T Missouri requests that the Commission issue an order directing each of the named Respondents to either execute the intervening law ICA amendment originally

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<sup>8</sup> See, Exhibit A (Big River Telephone Company); Exhibit B (Davidson Telecom, LLC); Exhibit C (KMC Data); Exhibit D (KMC Telecom III, LLC); Exhibit E (Level 3 Communications LLC); Exhibit F (MatrixTelecom, Inc.); Exhibit G (MCImetro Access Transmission Services LLC); Exhibit H (McLeodUSA Telecommunications Services, Inc.); Exhibit I (Nexus Communications, Inc.); Exhibit J (Pac-West Telecomm, Inc.); Exhibit K (Qwest Communications Corporation); Exhibit L (TruComm Corporation); Exhibit M (tw telecom of kansas city llc). The only exception is with respect to Big River Telephone Company, wherein the attached amendment reflects only the change of law developments referenced above, not additional modifications requested by that CLEC prior to AT&T Missouri's having tendered the amendment to it.

tendered to them or, alternatively, to show cause why their having not executed such amendment may be justified or otherwise excused. To the extent that any Respondent thereafter submits that their execution of such amendment is justified or otherwise excused, AT&T Missouri requests that the Commission hear and resolve the submission.<sup>9</sup>

WHEREFORE, AT&T Missouri respectfully requests that the Commission grant the relief requested herein, and that the Commission further grant such other and further relief as may be just and appropriate in the circumstances.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY,  
D/B/A AT&T MISSOURI

BY Robert J. Gryzmala

Leo J. Bub #34326

Robert J. Gryzmala #32454

One AT&T Center, Room 3516

St. Louis, Missouri 63101

(314) 235-6060/(314) 247-0014 (Fax)

Email: [robert.gryzmala@att.com](mailto:robert.gryzmala@att.com)

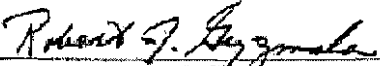
Attorneys for Southwestern Bell Telephone Company,  
d/b/a AT&T Missouri

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<sup>9</sup> AT&T Missouri has reason to believe that executed agreed-upon amendments may be forthcoming from MCImetro Access Transmission Services LLC. Should this occur, an appropriate dismissal of this Complaint as to the CLEC will follow, pursuant to Commission Rule 2.116 (4 CSR 240-2.116).

**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing document were served to all parties by e-mail on October 2, 2009.

  
Robert J. Grymala

General Counsel  
Missouri Public Service Commission  
PO Box 360  
Jefferson City, Mo 65102  
[GenCounsel@psc.mo.gov](mailto:GenCounsel@psc.mo.gov)

Public Counsel  
Office of the Public Counsel  
PO Box 7800  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
BIG RIVER TELEPHONE COMPANY, LLC**

The Interconnection Agreement dated August 9, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Big River Telephone Company, LLC ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.
4. **Entrance Facilities.**
  - 4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
  - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.
5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.



AMENDMENT CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727 AND EXTEND TERM

DATE/SOUTHWESTERN BELL TELEPHONE COMPANY

PAGE 3 OF 4

AT&T MISSOURI/BIG RIVER TELEPHONE COMPANY, LLC

072009

11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727 AND EXTEND TERM  
DATE/SOUTHWESTERN BELL TELEPHONE COMPANY  
PAGE 4 OF 4  
AT&T MISSOURI/BIG RIVER TELEPHONE COMPANY, LLC  
072009

**Big River Telephone Company, LLC**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 9562**

**RRESALE OCN # 8768**

**SWITCH BASED OCN # 023B**

**ACNA: LGD**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
DAVIDSON TELECOM, LLC**

The Interconnection Agreement dated 9/6/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Davidson Telecom, LLC ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Entrance Facilities.**

- 3.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
- 3.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion.
4. **Pricing Schedules.** The Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
5. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

COMPANY

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AT&T MISSOURI/DAVIDSON TELECOM, LLC

052009

**Davidson Telecom, LLC**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN #**

**Resale OCN #**

**Switch Based OCN # 920A**

**ACNA: DDM**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 KMC DATA, LLC**

The Interconnection Agreement dated 9/6/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and KMC Data, LLC ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Entrance Facilities.**

- 3.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
- 3.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion.
4. **Pricing Schedules.** The Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
5. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

KMC Data, LLC

Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

UNE OCN #

Resale OCN #

Switch Based OCN # 824CACNA: KMD



**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
KMC TELECOM III, LLC**

The Interconnection Agreement dated 9/6/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and KMC Telecom III, LLC ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

**3. Entrance Facilities.**

- 3.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
- 3.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion.
4. **Pricing Schedules.** The Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
5. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT - CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

COMPANY

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AT&T MISSOURI/KMC TELECOM III, LLC

072009

**KMC Telecom III, LLC**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
LEVEL 3 COMMUNICATIONS LLC**

This Amendment (the "Amendment") modifies the Interconnection Agreement dated 2/18/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Level 3 Communications LLC ("CLEC") and as subsequently amended (the "Agreement") effective in the State of Missouri. AT&T Missouri and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779, effective August 28, 2008, related to the appropriate compensation for voice over internet protocol (VoIP) service;

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

1. **Recitals.** The above recital is hereby incorporated in its entirety into this Amendment.
2. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
3. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

**Level 3 Communications LLC****Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN #****Resale OCN #****Switch Based OCN # 4932****ACNA: LVC**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 MATRIX TELECOM, INC.**

The Interconnection Agreement dated 8/19/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Matrix Telecom, Inc. ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.
4. **Entrance Facilities.**
  - 4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
  - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.
5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment)

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

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AT&T MISSOURI/MATRIX TELECOM, INC.

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with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").



AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

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AT&T MISSOURI/MATRIX TELECOM, INC.

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**Matrix Telecom, Inc.**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 0326**

**Resale OCN # 3051**

**Switch Based OCN # 0326**

**ACNA: ELZ**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
MCIMETRO ACCESS TRANSMISSION SERVICES LLC d/b/a VERIZON ACCESS  
TRANSMISSION SERVICES**

The Interconnection Agreement dated 8/9/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

the Embedded Base Rider). As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect such elements at its sole discretion.

3. **Section 271 Elements.** **AT&T MISSOURI** has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, **AT&T MISSOURI** may convert, re-price, or disconnect such elements at its sole discretion.
4. **Entrance Facilities.**
  - 4.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
  - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion.
5. **Pricing Schedules.** The Parties agree that the reference to the header "Dedicated Transport Entrance Facilities" in the "M2A Final Price List" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for all Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment)

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

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AT&T MISSOURI/MCIMETRO ACCESS TRANSMISSION SERVICES LLC D/B/A VERIZON ACCESS TRANSMISSION SERVICES

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with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONECOMPANY

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AT&T MISSOURI/MCI METRO ACCESS TRANSMISSION SERVICES LLC D/B/A VERIZON ACCESS TRANSMISSION SERVICES

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**MCImetro Access Transmission Services LLC d/b/a  
Verizon Access Transmission Services****Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 7290****Resale OCN # 7229****Switch Based OCN # 7290****ACNA: WUA**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement dated 8/19/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and McLeodUSA Telecommunications Services, Inc. ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.
4. **Entrance Facilities.**
  - 4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
  - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.
5. **Pricing Schedules.** The Parties agree that the reference to the header "Dedicated Transport Entrance Facilities" in the "M2A Final Price List" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for all Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

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AT&T MISSOURI/MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

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11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").



**McLeodUSA Telecommunications Services, Inc.**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 7407**

**Resale OCN # 7271**

**Switch Based OCN # 7407**

**ACNA: IOR**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 NEXUS COMMUNICATIONS, INC.**

The Interconnection Agreement dated 9/6/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Nexus Communications, Inc. ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

**3. Entrance Facilities.**

- 3.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
- 3.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion.
4. **Pricing Schedules.** The Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
5. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

**Nexus Communications, Inc.**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 036C**

**Resale OCN # 5555**

**Switch Based OCN #**

**ACNA: NXU**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 PAC-WEST TELECOMM, INC**

The Interconnection Agreement dated 2/13/2006 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Pac-West Telecomm, Inc ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.
4. **Entrance Facilities.**
  - 4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
  - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.
5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment)

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

AMENDMENT - CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE  
COMPANY  
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091508

with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

COMPANY

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AT&T MISSOURI/PAC-WEST TELECOMM, INC

091508

**Pac-West Telecomm, Inc**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Resale OCN # 4229**

**Switch Based OCN # 789D**

**ACNA: ARZ**



**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 QWEST COMMUNICATIONS CORPORATION**

The Interconnection Agreement dated 9/6/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and Qwest Communications Corporation ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

**3. Entrance Facilities.**

- 3.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
- 3.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.
4. **Pricing Schedules.** The Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
5. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONECOMPANY

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AT&T MISSOURI/QWEST COMMUNICATIONS CORPORATION

052009

**Qwest Communications Corporation****Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN #****Resale OCN # 7560****Switch Based OCN # 7578****ACNA: LGT**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 TRUCOMM CORPORATION**

The Interconnection Agreement dated 9/6/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and TruComm Corporation ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Entrance Facilities.**

- 3.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
- 3.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion.
4. **Pricing Schedules.** The Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
5. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

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AT&T MISSOURI/TRUCOMM CORPORATION

052009

**TruComm Corporation**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 684B**

**Resale OCN #**

**Switch Based OCN #**

**ACNA: RUM**

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
 TELECOMMUNICATIONS ACT OF 1996  
 BETWEEN  
 SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
 AND  
 TW TELECOM OF KANSAS CITY LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC**

The Interconnection Agreement dated 8/9/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and tw telecom of kansas city llc d/b/a Xspedius Communications, LLC ("CLEC" ) ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

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

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.
4. **Entrance Facilities.**
  - 4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
  - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.
5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment)

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.



AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE  
COMPANY  
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AT&T MISSOURI/TW TELECOM OF KANSAS CITY LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC  
072009

with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT – CONFORM TO CASE NO. 4:05-CV-1264 CAS AND CASE NOS. 06-3701, 06-3726, AND 06-3727/SOUTHWESTERN BELL TELEPHONE

COMPANY

PAGE 4 OF 4

AT&T MISSOURI/TW TELECOM OF KANSAS CITY LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC

072009

**tw telecom of kansas city llc d/b/a Xspedius  
Communications, LLC**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNE OCN # 170B**

**Resale OCN # 7917**

**Switch Based OCN # 7589**

**ACNA: AVS**



**Commissioners**

**ROBERT M. CLAYTON III**  
Chairman

**JEFF DAVIS**

**TERRY JARRETT**

**KEVIN GUNN**

**ROBERT S. KENNEY**

***Missouri Public Service Commission***

POST OFFICE BOX 360  
JEFFERSON CITY, MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>

**WESS A. HENDERSON**  
Executive Director

**DANA K. JOYCE**  
Director, Administration and  
Regulatory Policy

**ROBERT SCHALLENBERG**  
Director, Utility Services

**NATELE DIETRICH**  
Director, Utility Operations

**STEVEN C. REED**  
Secretary/General Counsel

**KEVIN A. THOMPSON**  
Chief Staff Counsel

**Information Sheet Regarding Mediation of Commission Formal Complaint Cases**

Mediation is a process whereby the parties themselves work to resolve their dispute with the aid of a neutral third-party mediator. This process is sometimes referred to as "facilitated negotiation." The mediator's role is advisory and although the mediator may offer suggestions, the mediator has no authority to impose a solution nor will the mediator determine who "wins." Instead, the mediator simply works with both parties to facilitate communications and to attempt to enable the parties to reach an agreement which is mutually agreeable to both the complainant and the respondent.

The mediation process is explicitly a problem-solving one in which neither the parties nor the mediator are bound by the usual constraints such as the rules of evidence or the other formal procedures required in hearings before the Missouri Public Service Commission. The Regulatory Law Judges at the Public Service Commission are trained mediators and this service is offered to parties who have formal complaints pending before the Public Service Commission at no charge. In addition, the assistance of an attorney is not necessary for mediation. In fact, the parties are encouraged not to bring an attorney to the mediation meeting.

The formal complaint process before the Commission invariably results in a determination by which there is a "winner" and a "loser" although the value of winning may well be offset by the cost of attorneys fees and the delays of protracted litigation. Mediation is not only a much quicker process but it also offers the unique opportunity for informal, direct communication between the two parties to the complaint and mediation is far more likely to result in a settlement which, because it was mutually agreed to, pleases both parties. This is traditionally referred to as "win-win" agreement.

The traditional mediator's role is to (1) help the participants understand the mediation process, (2) facilitate their ability to speak directly to each other, (3) maintain order, (4) clarify misunderstandings, (5) assist in identifying issues, (6) diffuse unrealistic expectations, (7) assist in translating one participant's perspective or proposal into a form that is more understandable and acceptable to the other participant, (8) assist the

participants with the actual negotiation process, (9) occasionally a mediator may propose a possible solution, and (10) on rare occasions a mediator may encourage a participant to accept a particular solution. The Judge assigned to be the mediator will not be the same Judge assigned to the contested complaint.

In order for the Commission to refer a complaint case to mediation, the parties must both agree to mediate their conflict in good faith. The party filing the complaint must agree to appear and to make a good faith effort to mediate and the utility company against which the complaint has been filed must send a representative who has full authority to settle the complaint case. The essence of mediation stems from the fact that the participants are both genuinely interested in resolving the complaint.

Because mediation thrives in an atmosphere of free and open discussion, all settlement offers and other information which is revealed during mediation is shielded against subsequent disclosure in front of the Missouri Public Service Commission and is considered to be privileged information. The only information which must be disclosed to the Public Service Commission is (a) whether the case has been settled and (b) whether, irrespective of the outcome, the mediation effort was considered to be a worthwhile endeavor. The Commission will not ask what took place during the mediation.

If the dispute is settled at the mediation, the Commission will require a signed release from the complainant in order for the Commission to dismiss the formal complaint case. If the dispute is not resolved through the mediation process, neither party will be prejudiced for having taken part in the mediation and, at that point, the formal complaint case will simply resume its normal course.



Steven C. Reed  
Secretary

**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

**I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 5<sup>th</sup> day of October 2009.**



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**Steven C. Reed**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**October 05, 2009**

**File No. TC-2010-0107**

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**Verizon Access Transmission Services**  
Legal Department  
One Verizon Way  
Basking Ridge, NJ 07920

**Enclosed find a certified copy of a NOTICE in the above-numbered matter(s).**

**Sincerely,**



**Steven C. Reed**  
**Secretary**