

- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet SWBT's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SWBT's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company
12930 Olive Street Road, Floor 2
Creve Couer, Missouri 63141
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

10) Rating of Insurers. SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

1030

Agreement No. _____

APPENDIX V
NONDISCLOSURE AGREEMENT (MISSOURI)

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ____ day of _____, 2000, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of Business Telecom, Inc. dba BTI, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting

decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without

1032

regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

1033

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

Business Telecom, Inc. dba BTI

Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

1034

Agreement No. _____

**APPENDIX VI
NOTICES TO APPLICANT (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Special notice provisions. The following special notice provisions, if any, shall apply:

1035

Agreement No. _____

**APPENDIX VII
NOTICES TO SWBT (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in APPENDIX VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.04(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of Applicant's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of Applicant's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance

1036

- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 17.06 Notification of Applicant's response to ownership of facilities in question
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Notification of claims
- 23.XX All notifications of insurance coverage in Article 23
- 24.03 Notification of assignment
- 25.01 Notification of termination
- 25.03 Notification of cure of breach
- 27.04 Notice of elective termination
- 29.03 Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(d) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair

- 15.06(a) Notification of performing corrective work on emergency repair.
- 15.06(b) Notification of performing corrective work on emergency repair.
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Agreement No. _____

APPENDIX VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

There are three Utility Liaison Supervisors for Missouri. They are as follows:

Notices to the Utility Liaison Supervisor for the 816 area code should be addressed as follows:

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 648

City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314, 573, 636, and 660 area codes should be addressed as follows:

Name: Craig Rompf

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip: Creve Couer, Missouri 63141

1039

Notices to the Utility Liaison Supervisor for the 417 area code should be addressed as follows:

Name: Daryl Yerton

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 1111 W. Capitol, Room 525

City/State/Zip: Little Rock, Arkansas 72201

1040

APPENDIX PRICING

1041

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. RECURRING CHARGES	4
3. NON-RECURRING CHARGES	4
4. UNBUNDLED LOCAL SWITCHING (ULS).....	5
5 BILLING	8
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	8

1042

APPENDIX PRICING**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SWBT-MO - As used herein, SWBT-MO means the applicable above listed ILEC doing business in Missouri
- 1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), SWBT-MO and CLEC will negotiate prices.
- 1.4 The following defines the zones found in the Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group D exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group B exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff
Zone 30	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group A exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group C exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

1043

- 1.5 For modifications of SWBT-MO's plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SWBT-MO will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SWBT-MO will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SWBT-MO network, without any changes to SWBT-MO's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1044

- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SWBT-MO to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.
- 4.2 Rate Structure for ULS
 - 4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:
 - 4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT-MO End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
 - 4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
 - 4.2.1.3 SWBT-MO will not bill ULS-T for Intra switch calls.

1045

4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT-MO's common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT-MO will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using SWBT-MO unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT-MO access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection

1046

at the access Tandem Office Switch.. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT-MO ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. SWBT-MO will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using SWBT-MO unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by SWBT-MO to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using SWBT-MO unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT-MO will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SWBT-MO will not charge terminating access to CLEC or the IXC except that SWBT-MO may bill the IXC for terminating transport in cases where the IXC has chosen SWBT-MO as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, SWBT-MO will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1999

APPENDIX PRICING
 SWBT-MO/CLEC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
Network Interface Device (NID)					
Disconnect Loop from Inside wiring, per NID		NA		\$ 71.45	\$ 35.70
Unbundled Loops					
**	2-Wire Analog - Metro (Zone 1)	\$ 12.71		\$ 26.07	\$ 11.09
**	2-Wire Analog - Suburban (Zone 2)	\$ 20.71		\$ 26.07	\$ 11.09
**	2-Wire Analog - Rural (Zone 3)	\$ 33.29		\$ 26.07	\$ 11.09
**	2-Wire Analog - Urban (Zone 4)	\$ 18.23		\$ 26.07	\$ 11.09
**	Conditioning for dB Loss	\$ 6.63		\$ 22.76	\$ 8.58
**	4-Wire Analog - Metro (Zone 1)	\$ 19.79		\$ 28.77	\$ 11.09
**	4-Wire Analog - Suburban (Zone 2)	\$ 35.35		\$ 28.77	\$ 11.09
**	4-Wire Analog - Rural (Zone 3)	\$ 61.16		\$ 28.77	\$ 11.09
**	4-Wire Analog - Urban (Zone 4)	\$ 30.08		\$ 28.77	\$ 11.09
**	2-Wire Digital - Metro (Zone 1)	\$ 25.79		\$ 57.77	\$ 30.22
**	2-Wire Digital - Suburban (Zone 2)	\$ 42.10		\$ 57.77	\$ 30.22
**	2-Wire Digital - Rural (Zone 3)	\$ 58.44		\$ 57.77	\$ 30.22
**	2-Wire Digital - Urban (Zone 4)	\$ 41.44		\$ 57.77	\$ 30.22
**	4-Wire Digital - Metro (Zone 1)	\$ 101.18		\$ 136.63	\$ 53.94
**	4-Wire Digital - Suburban (Zone 2)	\$ 108.06		\$ 136.63	\$ 53.94
**	4-Wire Digital - Rural (Zone 3)	\$ 107.89		\$ 136.63	\$ 53.94
**	4-Wire Digital - Urban (Zone 4)	\$ 101.39		\$ 136.63	\$ 53.94
DSL Capable Loops:					
PSD Class #1 Capable Loop					
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("ISDL") technology					
**	Zone 1	\$ 25.79		\$ 57.77	\$ 30.22
**	Zone 2	\$ 42.10		\$ 57.77	\$ 30.22
**	Zone 3	\$ 58.44		\$ 57.77	\$ 30.22
**	Zone 4	\$ 41.44		\$ 57.77	\$ 30.22
b. 2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
PSD Class #2 Capable Loop					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
PSD Class #3 Capable Loop					
a. 2-Wire Mid-band Symmetric Technology					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
b. 4-Wire Mid-band Symmetric Technology					
**	Zone 1	\$ 19.79		\$ 28.77	\$ 11.09
**	Zone 2	\$ 35.35		\$ 28.77	\$ 11.09
**	Zone 3	\$ 61.16		\$ 28.77	\$ 11.09
**	Zone 4	\$ 30.08		\$ 28.77	\$ 11.09
PSD Class #4 Capable Loop					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line Technology					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
PSD Class #7 2-Wire Capable Loop					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
Loop Qualification Process		NA		\$ 15.00	
DSL Conditioning Options					
Removal of Repeaters		NA		\$ 289.51	\$ 13.74
Removal of Bridged Taps and Repeaters		NA		\$ TBD	\$ TBD
Removal Bridged Taps		NA		\$ 484.19	\$ 24.24
Removal of Bridged Taps and Load Coils		NA		\$ TBD	\$ TBD
Removal of Load Coils		NA		\$ 797.78	\$ 18.18
Conditioning of loops over 17,500 ft.		NA		\$ TBD	\$ TBD

1049

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1999

APPENDIX PRICING
 SWBT-MO/CLEC

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
Loop Cross Connects					
Analog Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 136.40	\$ 112.75
**	2-wire cross connect (Without Testing)	\$ 0.31		\$ 19.96	\$ 12.69
	4-wire cross connect	\$ 4.20		\$ 142.25	\$ 118.60
**	4-wire cross connect (Without Testing)	\$ 0.63		\$ 25.38	\$ 17.73
Digital Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 136.40	\$ 112.75
**	2-wire cross connect (Without Testing)	\$ 0.31		\$ 19.96	\$ 12.69
	4-wire cross connect	\$ 11.30		\$ 229.05	\$ 225.05
	ADSL Shielded Cross connect to Collocation	\$ 0.80		\$ 19.96	\$ 12.69
**	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 0.31		\$ 19.96	\$ 12.69
**	4-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 0.31		\$ 19.96	\$ 12.69
Cross Connects to Point of Access (POA)					
Analog Loop to POA					
	2-Wire-Mth1	\$ 1.15		\$ 88.25	\$ 72.50
	2-Wire-Mth2,3,4	\$ 1.20		\$ 88.25	\$ 72.50
	2-Wire-Mth5	\$ 0.85		\$ 88.25	\$ 72.50
	4-Wire-Mth1	\$ 1.55		\$ 102.60	\$ 88.00
	4-Wire-Mth2,3,4	\$ 1.60		\$ 102.60	\$ 88.00
	4-Wire-Mth5	\$ 1.25		\$ 102.60	\$ 88.00
Digital Loop to Point of Access					
	2-Wire-Mth1	\$ 1.15		\$ 88.25	\$ 72.50
	2-Wire-Mth2,3,4	\$ 1.20		\$ 88.25	\$ 72.50
	2-Wire-Mth5	\$ 0.85		\$ 88.25	\$ 72.50
	4-Wire-Mth1	\$ 1.55		\$ 147.90	\$ 101.15
	4-Wire-Mth2,3,4	\$ 1.60		\$ 147.90	\$ 101.15
	4-Wire-Mth5	\$ 1.25		\$ 147.90	\$ 101.15
Switch Ports to Point of Access					
	Analog Line Port - Mth 1	\$ 1.15		\$ 65.85	\$ 55.85
	Analog Line Port - Mth 2,3,4	\$ 1.20		\$ 65.85	\$ 55.85
	Analog Line Port - Mth 5	\$ 0.85		\$ 65.85	\$ 55.85
	ISDN BRI Line Port - Mth 1	\$ 1.55		\$ 75.30	\$ 66.20
	ISDN BRI Line Port - Mth 2,3,4	\$ 1.60		\$ 75.30	\$ 66.20
	ISDN BRI Line Port - Mth 5	\$ 1.25		\$ 75.30	\$ 66.20
	ISDN PRI Trunk Port - Mth 1	\$ 1.55		\$ 124.35	\$ 115.30
	ISDN PRI Trunk Port - Mth 2,3,4	\$ 1.60		\$ 124.35	\$ 115.30
	ISDN PRI Trunk Port - Mth 5	\$ 1.25		\$ 124.35	\$ 115.30
	Analog DID Trunk Port - Mth 1	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 5	TBD		TBD	TBD
	DS1 Trunk Port - Mth 1	TBD		TBD	TBD
	DS1 Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	DS1 Trunk Port - Mth 5	TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access					
	DS1 - Mth 1	\$ 12.30		\$ 147.90	\$ 101.15
	DS1 - Mth 2,3,4	\$ 12.35		\$ 147.90	\$ 101.15
	DS1 - Mth 5	\$ 12.00		\$ 147.90	\$ 101.15
	DS3 - Mth 1	ICB		ICB	ICB
	DS3 - Mth 2,3,4	ICB		ICB	ICB
	DS3 - Mth 5	ICB		ICB	ICB
	OC3 - Mth 1	ICB		ICB	ICB
	OC3 - Mth 2,3,4	ICB		ICB	ICB
	OC3 - Mth 5	ICB		ICB	ICB
	OC12 - Mth 1	ICB		ICB	ICB
	OC12 - Mth 2,3,4	ICB		ICB	ICB
	OC12 - Mth 5	ICB		ICB	ICB
	OC48 - Mth 1	ICB		ICB	ICB
	OC48 - Mth 2,3,4	ICB		ICB	ICB
	OC48 - Mth 5	ICB		ICB	ICB
Local Switching (per MOU)					
		USAGE			
Per Originating or Terminating MOU (Rural - Zone 3)		\$ 0.006841		NA	NA
(Suburban - Zone 2)		\$ 0.006728		NA	NA
(Metro - Zone 1)		\$ 0.005510		NA	NA
Customized Routing		ICB		ICB	ICB

1050

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1999

APPENDIX PRICING
 SWBT-MO/CLEC

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
Port Charge Per Month					
Analog Line Port		\$ 3.35		\$ 95.50	\$ 85.50
Analog DID Trunk Port		\$ 23.85		\$ 163.85	\$ 163.85
ISDN BRI Port		\$ 6.65		\$ 15.50	\$ 8.45
ISDN PRI Port		\$ 198.70		\$ 513.75	\$ 235.95
DS1 Trunk Port		\$ 255.55		\$ 388.00	\$ 286.75
Optional Calling Area (Two-Way EAS) Additive		\$ 24.80		NA	NA
Switch Port Cross Connects					
Analog Line Port to Collocation		TBD		TBD	TBD
Analog DID Trunk Port to Collocation		TBD		TBD	TBD
ISDN BRI Port to Collocation		TBD		TBD	TBD
ISDN PRI Port to Collocation		TBD		TBD	TBD
DS1 Trunk Port to Collocation		TBD		TBD	TBD
Tandem Switching					
		USAGE			
per Minute of Use		\$ 0.001514		NA	NA
Common Transport					
		USAGE			
Termination per Minute of Use (Rural - Zone 3)		\$ 0.000352		NA	NA
(Suburban - Zone 2)		\$ 0.000332		NA	NA
(Metro - Zone 1)		\$ 0.000205		NA	NA
(Interzone)		\$ 0.000387		NA	NA
Facility per Minute, per Mile (Rural - Zone 3)		\$ 0.000015		NA	NA
(Suburban - Zone 2)		\$ 0.000007		NA	NA
(Metro - Zone 1)		\$ 0.000002		NA	NA
(Interzone)		\$ 0.000003		NA	NA
Blended Transport					
		USAGE			
(Rural - Zone 3)		\$ 0.000912		NA	NA
(Suburban - Zone 2)		\$ 0.000835		NA	NA
(Metro - Zone 1)		\$ 0.000671		NA	NA
(Interzone)		\$ 0.000865			
Dedicated Transport					
Entrance Facility:					
DS1 (Rural - Zone 3)		\$ 167.05		\$ 324.50	\$ 128.10
(Suburban - Zone 2)		\$ 152.15		\$ 324.50	\$ 128.10
(Metro - Zone 1)		\$ 135.20		\$ 324.50	\$ 128.10
DS3 (Rural - Zone 3)		\$ 1,434.60		\$ 556.10	\$ 247.30
(Suburban - Zone 2)		\$ 1,392.75		\$ 556.10	\$ 247.30
(Metro - Zone 1)		\$ 1,326.80		\$ 556.10	\$ 247.30
OC3 (Rural - Zone 3)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 1)		ICB		ICB	ICB
OC12 (Rural - Zone 3)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 1)		ICB		ICB	ICB
OC48 (Rural - Zone 3)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 1)		ICB		ICB	ICB
Interoffice Transport:					
DS1 First Mile (Rural - Zone 3)		\$ 279.30		\$ 455.35	\$ 291.05
(Suburban - Zone 2)		\$ 151.55		\$ 455.35	\$ 291.05
(Metro - Zone 1)		\$ 111.45		\$ 455.35	\$ 291.05
(Interzone)		\$ 200.10		\$ 455.35	\$ 291.05
Each Additional Mile (Rural - Zone 3)		\$ 14.55		NA	NA
(Suburban - Zone 2)		\$ 8.75		NA	NA
(Metro - Zone 1)		\$ 3.10		NA	NA
(Interzone)		\$ 4.80		NA	NA
DS3 First Mile (Rural - Zone 3)		\$ 3,384.95		\$ 490.35	\$ 332.75
(Suburban - Zone 2)		\$ 2,783.40		\$ 490.35	\$ 332.75
(Metro - Zone 1)		\$ 1,389.45		\$ 490.35	\$ 332.75
(Interzone)		\$ 3,288.30		\$ 490.35	\$ 332.75
Each Additional Mile (Rural - Zone 3)		\$ 312.90		NA	NA
(Suburban - Zone 2)		\$ 304.75		NA	NA
(Metro - Zone 1)		\$ 81.80		NA	NA
(Interzone)		\$ 124.45		NA	NA
OC3 First Mile (Rural - Zone 3)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 1)		ICB		ICB	ICB
Each Additional Mile (Rural - Zone 3)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 1)		ICB		ICB	ICB
OC12 First Mile (Rural - Zone 3)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 1)		ICB		ICB	ICB
Each Additional Mile (Rural - Zone 3)		ICB		ICB	ICB

1051

TBD-To Be Determined
NRO-Nonrecurring only
ICB-Individual Case Basis
NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
MISSOURI
Generic Rates
November 22, 1999

APPENDIX PRICING
SWBT-MO/ICB

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
OC48	First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
Multiplexing					
	DS1 to Voice Grade	\$ 199.60		\$ 29.85	\$ 17.90
	DS3 to DS1	\$ 712.05		\$ 980.20	\$ 924.15
Dedicated Transport Cross Connects					
	DS1 to Collocation	\$ 11.30		\$ 229.05	\$ 225.05
	DS3 to Collocation	\$ 39.55		\$ 156.25	\$ 109.50
	OC3 to Collocation	ICB		ICB	ICB
	OC12 to Collocation	ICB		ICB	ICB
	OC48 to Collocation	ICB		ICB	ICB
Network Reconfiguration Service					
	DCS Port Charge				
	DS1	\$ 11.35		\$ 35.70	NA
	DS3	\$ 318.10		\$ 35.70	NA
	DCS Establishment Charge	NA		\$ 2,379.90	NA
	Database Modification Charge	NA		\$ 107.15	NA
	Reconfiguration Charge	NA		\$ 1.20	NA
Line Information Database - LIDB					
		USAGE			
	Validation Query (includes SMS & Sleuth)	\$ 0.02600 (per query)		NA	NA
	OLNS Query (includes SMS)	\$ 0.00550 (per query)		NA	NA
	CNAM Query (includes SMS)	\$ 0.00380 (per query)		NA	NA
	Query Transport (Applies to Validation, OLNS, & CNAM)	\$ 0.00440 (per query)		NA	NA
	Service Order Cost	NA		\$ 256.70	NA
	Service Establishment Charge	NA		\$ 59.75	NA
800 Database					
		USAGE			
	Toll Free Database Query	\$ 0.000445		NA	NA
	Call Handling and Destination	\$ 0.000054		NA	NA
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	\$ 74.15		\$ 299.30	\$ 235.75
	STP to Collocators Cage- DS1	\$ 53.65		\$ 266.70	\$ 203.15
	STP to SWBT MDF - DS0	\$ 74.15		\$ 299.30	\$ 235.75
	STP to SWBT DSX Frame-DS1	\$ 53.65		\$ 266.70	\$ 203.15
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	\$ 100.16 fixed+			
		\$ 0.91 per mile			
	STP Port	\$ 621.65		\$ 455.65	NA
	SS7 Signalling				
		USAGE			
	SS7 Signalling - per call	\$ 0.000550		NA	NA
	STP Trunk Signalling - per octet	\$ 0.00000280		NA	NA
	Point Code Addition			\$ 59.75	NA
	Global Title Translation Addition			\$ 26.60	NA
Manual Service Order Charge					
				Simple	Complex
	New Service	NA		\$ 69.70	\$ 285.20
	Change	NA		\$ 67.25	\$ 158.55
	Record	NA		\$ 41.60	\$ 132.85
	Disconnect	NA		\$ 34.90	\$ 76.20
Electronic Simple Service Order Charge					
		NA		\$ 5.00	NA

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1999

APPENDIX PRICING
 SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
Maintenance of Service Charges				
Basic Time	NA		First Half-Hour \$ 42.75	Add'l Half-Hour \$ 34.20
Overtime	NA		\$ 53.45	\$ 43.35
Premium Time	NA		\$ 64.10	\$ 52.50
Time and Material Charges				
Basic Time	NA		\$ 42.75	\$ 34.20
Overtime	NA		\$ 53.45	\$ 43.35
Premium Time	NA		\$ 64.10	\$ 52.50
Unbundled Switch Port - Vertical Features				
Analog Line Port Features (per feature per port):				
Call Waiting	NA		\$ 2.65	NA
Call Forwarding Variable	NA		\$ 2.65	NA
Call Forwarding Busy Line	NA		\$ 2.65	NA
Call Forwarding Don't Answer	NA		\$ 2.65	NA
Three-Way Calling	NA		\$ 2.65	NA
Speed Calling - 8	NA		\$ 2.65	NA
Speed Calling - 30	NA		\$ 2.65	NA
Auto Callback/Auto Redial	NA		\$ 2.65	NA
Distinctive Ring/Priority Call	NA		\$ 2.65	NA
Selective Call Rejection/Call Blocker	NA		\$ 2.65	NA
Auto Recall/Call Return	NA		\$ 2.65	NA
Selective Call Forwarding	NA		\$ 2.65	NA
Calling Number Delivery	NA		\$ 2.65	NA
Calling Name Delivery	NA		\$ 2.65	NA
Calling Number/Name Blocking	NA		\$ 2.65	NA
Anonymous Call Rejection (to date only available in Texas)	NA		\$ 2.65	NA
Remote Access to Call Forwarding (RACF)	NA		\$ 2.65	NA
Analog Line Port Features:				
Personalized Ring (per arrangement per port)	NA		\$ 6.35	NA
Hunting Arrangement (per arrangement)	NA		\$ 32.95	NA
Usage Sensitive Analog Line Port Features:				
Call Trace per successful occurrence per port	NA		\$ 6.70	NA
Call Trace per feature per port	NA		\$ 2.65	
ISDN BRI Port Features (per B Channel, unless noted)				
CSV/CSD per ISDN BRI port (required/provided)	NA		\$ 19.65	NA
Basic Electronic Key Terminal Service (EKTS)				
Basic EKTS provides:	NA		\$ 19.65	NA
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKTS	NA		\$ 23.95	NA
CACH EKTS includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				

1053

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1989

APPENDIX PRICING
 SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
Basic individual features:				
Additional Call Offering	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Forwarding Interface Busy	NA		\$ 6.15	NA
Call Forwarding Variable	NA		\$ 6.15	NA
Calling Number Delivery	NA		\$ 6.15	NA
Hunt Group for CSD	NA		\$ 6.15	NA
Hunt Group for CSV	NA		\$ 6.15	NA
Message Waiting Indicator	NA		\$ 6.15	NA
Secondary Only Telephone Number	NA		\$ 6.15	NA
Three Way Conference Calling	NA		\$ 6.15	NA
ISDN PRI Port Features				
Backup D Channel	NA		\$ 63.80	NA
Calling Number Delivery	NA		\$ 2.65	NA
Dynamic Channel Allocation	NA		\$ 12.85	NA
DID #s - see Analog DID Trunk Port Features	NA			
Analog Trunk Port Features (per feature per port)				
DID #s - Initial 100 #s	NA		\$ 170.45	NA
Initial 10 #s	NA		\$ 154.20	NA
Subsequent Add or Remove 100 #s	NA		NA	\$ 25.05
Subsequent Add or Remove 10 #s	NA		NA	\$ 8.80
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		\$ 803.35	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$ 803.35	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$ 391.05	NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	\$ 244.60
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		NA	\$ 284.95
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	\$ 284.95
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI	NA		NA	\$ 586.30
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog	NA		NA	\$ 284.95
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Analog Line Port	NA		\$ 5.40	NA
Individual Features (per feature per port):				
Automatic Callback Calling/Business Group Callback	NA		\$ 6.15	NA
Call Forwarding Variable/Business Group Call Forwarding Variable	NA		\$ 6.15	NA
Call Forwarding Busy Line	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Hold	NA		\$ 6.15	NA
Call Pickup	NA		\$ 6.15	NA
Call Transfer - All Calls	NA		\$ 6.15	NA
Call Waiting - Intragroup/Business Group Call Waiting	NA		\$ 6.15	NA
Call Waiting - Originating	NA		\$ 6.15	NA
Call Waiting - Terminating	NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted	NA		\$ 6.15	NA
Consultation Hold	NA		\$ 6.15	NA
Dial Call Waiting	NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In	NA		\$ 6.15	NA
Directed Call Pickup - With Barge In	NA		\$ 6.15	NA
Distinctive Ringing and Call Waiting Tone	NA		\$ 6.15	NA
Hunting Arrangement - Basic	NA		\$ 6.15	NA
Hunting Arrangement - Circular	NA		\$ 6.15	NA
Speed Calling Personal (short list)	NA		\$ 6.15	NA
Three Way Calling	NA		\$ 6.15	NA

1054

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)(CSD) per ISDN BRI Port	NA		\$ 19.65	NA
Standard feature initialization per ISDN BRI Device	NA		\$ 5.40	NA
Individual features (per feature per B Channel)				
Additional Call Offering for CSV	NA		\$ 6.15	NA
Automatic Callback Calling	NA		\$ 6.15	NA
Call Forwarding Busy Line	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Forwarding Variable	NA		\$ 6.15	NA
Call Hold	NA		\$ 6.15	NA
Call Pickup	NA		\$ 6.15	NA
Call Transfer - All Calls	NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted	NA		\$ 6.15	NA
Consultation Hold	NA		\$ 6.15	NA
Dial Call Waiting	NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In	NA		\$ 6.15	NA
Directed Call Pickup - With Barge In	NA		\$ 6.15	NA
Distinctive Ringing	NA		\$ 6.15	NA
Hurting Arrangement - Basic	NA		\$ 6.15	NA
Hurting Arrangement - Circular	NA		\$ 6.15	NA
Speed Calling Personal (short list)	NA		\$ 6.15	NA
Three Way Calling	NA		\$ 6.15	NA
<p>** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SWBT will provide certain arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders, rules and regulations. The Parties recognize and agree that, in the event of any amendment of the Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule, court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SWBT be obligated to provide such rates, terms and conditions beyond the period of time SWBT is obligated to provide such rates, terms and conditions to the Party who originally arbitrated such provisions</p>				

1055

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1999

APPENDIX PRICING
 SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
RESALE				
	RESALE DISCOUNTS			
	RECURRING	NON-RECURRING		
BUSINESS				
LOCAL EXCHANGE SERVICE				
Business 1 Party	19.20%	19.20%		
Business - Multi-Line Hunting	19.20%	19.20%		
Business Measured	19.20%	19.20%		
Business Measured (HTG Class of Service)	19.20%	19.20%		
EXPANDED LOCAL CALLING				
Mandatory EAS	19.20%	19.20%		
Optional Metropolitan Calling Area	19.20%	19.20%		
VERTICAL SERVICES				
Auto Redial	19.20%	19.20%		
Call Blocker	19.20%	19.20%		
Call Forwarding	19.20%	19.20%		
Call Forwarding - Busy Line	19.20%	19.20%		
Call Forwarding - Busy Line/Don't Answer	19.20%	19.20%		
Call Forwarding - Don't Answer	19.20%	19.20%		
Call Return	19.20%	19.20%		
Call Trace	19.20%	19.20%		
Call Waiting	19.20%	19.20%		
Calling Name	19.20%	19.20%		
Calling Number	19.20%	19.20%		
ComCall®	19.20%	19.20%		
Personalized Ring (1 dependent number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 1st number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 2nd number)	19.20%	19.20%		
Priority Call	19.20%	19.20%		
Remote Access to Call Forwarding	19.20%	19.20%		
Selective Call Forwarding	19.20%	19.20%		
Simultaneous Call Forwarding	19.20%	19.20%		
Speed Calling 8	19.20%	19.20%		
Speed Calling 30	19.20%	19.20%		
Three Way Calling	19.20%	19.20%		
DID				
DID (First Block of 100 - Category 1)	19.20%	19.20%		
DID (First Block of 10 - Category 1)	19.20%	19.20%		
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.20%	19.20%		
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.20%	19.20%		
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.20%	19.20%		
DID (with Multifrequency)	19.20%	19.20%		
DID (with Dual-Tone Multifrequency)	19.20%	19.20%		
DID (1st 10 Trunks or access lines)	19.20%	19.20%		
DID (11th thru 50th trunk or network access line)	19.20%	19.20%		
DID (51st trunk or network access line)	19.20%	19.20%		
TRUNKS				
Analog Trunks	19.20%	19.20%		
Digital Trunks	19.20%	19.20%		
AIN				
Area Wide Networking	19.20%	19.20%		
Disaster Routing Service	19.20%	19.20%		
Intelligent Redirectism	19.20%	19.20%		
Intellinumber	19.20%	19.20%		
Positive ID	19.20%	19.20%		
OTHER				
Bundled Telecommunications Services (e.g., the Works)	19.20%	19.20%		
Customer Alerting Enablement	19.20%	19.20%		
Grandfathered Services	19.20%	19.20%		
Hot Line	19.20%	19.20%		
Hunting	19.20%	19.20%		
Local Operator Assistance Service	13.91%	13.91%		
Night Number associated with Telephone Number	19.20%	19.20%		
Night Number associated with a Terminal	19.20%	19.20%		
Promotions (Greater than 90 days)	19.20%	19.20%		
Preferred Number Service	19.20%	19.20%		
Telebranch®	19.20%	19.20%		
TouchTone	19.20%	19.20%		
Voice Dial	19.20%	19.20%		

1056

TBD-To Be Determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 MISSOURI
 Generic Rates
 November 22, 1999

APPENDIX PRICING
 SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
Warm Line	19.20%	19.20%		
ISDN				
Digiline	19.20%	19.20%		
Select Video Plus®	19.20%	19.20%		
Smart Trunkism	19.20%	19.20%		
TOLL				
IntraLATA MTS	19.20%	19.20%		
MaxiMizer 800®	19.20%	19.20%		
OutWATS	19.20%	19.20%		
800 Service	19.20%	19.20%		
OPTIONAL TOLL CALLING PLANS				
1+ SAVERsm	19.20%	19.20%		
1+SAVER Direct	19.20%	19.20%		
Community Optional Saver	19.20%	19.20%		
Outstate Calling Area Service	19.20%	19.20%		
PLEXAR®				
Plexar I®	19.20%	19.20%		
Plexar II®	19.20%	19.20%		
Plexar Custom®	19.20%	19.20%		
PRIVATE LINE				
Analog Private Lines	19.20%	19.20%		
Business Video Service	19.20%	19.20%		
Digital Loop Service	19.20%	19.20%		
DOVLink	19.20%	19.20%		
Foreign Exchange Service	19.20%	19.20%		
Foreign Serving Office	19.20%	19.20%		
Frame Relay	19.20%	19.20%		
Group Alerting Services	19.20%	19.20%		
MegaLink I®	19.20%	19.20%		
MegaLink III®	19.20%	19.20%		
MicroLink I®	19.20%	19.20%		
MicroLink II®	19.20%	19.20%		
MultiPoint Video	19.20%	19.20%		
Service Loop Facility Modification Service	19.20%	19.20%		
RESALE DISCOUNTS				
RESIDENCE	RECURRING	NON-RECURRING		
LOCAL EXCHANGE SERVICE				
Life Line and Link Up America Services	19.20%	19.20%		
Residence 1 Party	19.20%	19.20%		
Residence Measured	19.20%	19.20%		
EXPANDED LOCAL CALLING				
Mandatory EAS	19.20%	19.20%		
Optional Metropolitan Calling Area	19.20%	19.20%		
VERTICAL SERVICES				
Auto Redial	19.20%	19.20%		
Call Blocker	19.20%	19.20%		
Call Forwarding	19.20%	19.20%		
Call Forwarding - Busy Line	19.20%	19.20%		
Call Forwarding - Busy Line/Don't Answer	19.20%	19.20%		
Call Forwarding - Don't Answer	19.20%	19.20%		
Call Return	19.20%	19.20%		
Call Trace	19.20%	19.20%		
Call Waiting	19.20%	19.20%		
Calling Name	19.20%	19.20%		
Calling Number	19.20%	19.20%		
ComCall®	19.20%	19.20%		
Personalized Ring (1 dependent number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 1st number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 2nd number)	19.20%	19.20%		
Priority Call	19.20%	19.20%		
Remote Access to Call Forwarding	19.20%	19.20%		
Selective Call Forwarding	19.20%	19.20%		
Simultaneous Call Forwarding	19.20%	19.20%		
Speed Calling 8	19.20%	19.20%		
Three Way Calling	19.20%	19.20%		
ISDN				
Digiline	19.20%	19.20%		

1057

TBD-To Be Determined
NRO-Nonrecurring only
ICB-Individual Case Basis
NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
MISSOURI
Generic Rates
November 22, 1999

APPENDIX PRICING
SWBT-MQ/CLEC

MISSOURI	SWBT Generic Rates		SWBT NON-REC.	
	SWBT RECURRING		Initial	
	Monthly			Additional
	RESALE DISCOUNTS			
	RECURRING	NON-RECURRING		
OTHER (Resale)				
DIRECTORY ASSISTANCE SERVICES	13.91%	13.91%		
Nationwide Listing Services (NLS)	13.91%	13.91%		
TOLL				
Home 800sm	19.20%	19.20%		
IntraLATA MTS	19.20%	19.20%		
OPTIONAL TOLL CALLING PLANS				
1+ SAVERsm	19.20%	19.20%		
1+SAVER Direct	19.20%	19.20%		
Community Optional Saver	19.20%	19.20%		
Outstate Calling Area Service	19.20%	19.20%		
900 Call Restriction	19.20%	19.20%		
Access Services	0%	0%		
Additional Directory Listings	19.20%	19.20%		
Bill Plus	5%	5%		
Company Initiated Suspension Service	0%	0%		
Directory Assistance Services	13.91%	13.91%		
Connections with Terminal Equipment and Communications Equipment	0%	0%		
Consolidated Billing	5%	5%		
Construction Charges	0%	0%		
Customer Initiated Suspension Service	0%	0%		
Exchange Interconnection Service	0%	0%		
Operator Services	13.91%	13.91%		
Local Operator Assistance Service	13.91%	13.91%		
Maintenance of Service Charges	0%	0%		
Prepaid Calling Cards	19.20%	19.20%		
Telecommunications Service Priority Systems	0%	0%		
Toll Billing Exception (Billed Number Screen)	19.20%	19.20%		
Toll Restriction	19.20%	19.20%		
Wireless Carrier Interconnection Services	0%	0%		
Electronic Billing Information Data (daily usage) per message	\$ 0.003		NA	NA
Slamming Investigation Fee	NA		\$ 50.00	\$ 50.00
Local disconnect Report (LDR)				
Per WTN	\$ 0.10		NA	NA
Simple conversion charge per billable number	NA		\$ 25.00	NA
Electronic conversion orders per billable number	NA		\$ 5.00	NA
Complex conversion orders per billable number	NA		\$ 125.00	NA
SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir publisher	NA		\$ 100.00	NA
OS/DA				
Branding - Resellers				
- Initial Load	NA		\$ 1,072.00	NA
- Subsequent Load	NA		\$ 1,072.00	NA
- Per Call	\$ 0.04		NA	NA
External Rater - Resellers				
- Initial Load	NA		\$ 1,538.54	NA
- Subsequent Rater Load	NA		\$ 623.37	NA
- Subsequent Reference Load	NA		\$ 623.37	NA
Billable Message Records and/or access usage records				
Per Record Charge				
Full Status RAO Company				
Hosting Company Network	\$ 0.002		NA	NA
National CMDS Network	\$ 0.005		NA	NA
Non-Full Status RAO Company				
Hosting Company Network	\$ 0.007		NA	NA
National CMDS Network	\$ 0.010		NA	NA

1058

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
OTHER				
Directory Assistance				
DA - Per Call	\$ 0.401		NA	NA
DACC - Per Call	\$ 0.240		NA	NA
Nationwide Listing Services (NLS)	\$ 0.65		NA	NA
Non Pub Emergency Service	\$ 2.10		NA	NA
Branding - Facility Based				
- Initial Load	NA		\$ 1,718.00	NA
- Subsequent Load	NA		\$ 1,718.00	NA
- Per Call (Line # based *)	\$ 0.04		NA	NA
* When unbundled switching is used or where more than one brand required on same trunk group				
Rate Reference - Facilities Based				
- Initial Load	NA		\$ 1,939.29	NA
- Subsequent Rate Load	NA		\$ 716.47	NA
- Subsequent Reference Load	NA		\$ 716.47	NA
Directory Assistance Listings (DAL)				
- Initial Load, per listing	NA		\$ 0.0036	NA
- Updates, per listing	NA		\$ 0.0045	NA
- Non-Pub Emergency Message Service	\$2.10		NA	NA
Operator Services				
Fully Automated Call Processing (Per completed automated call)	\$ 0.17300		NA	NA
Operator Assisted Call Processing (Per work second)	\$ 0.02000		NA	NA
Branding - Facility Based				
- Initial Load	NA		\$ 1,718.00	NA
- Subsequent Load	NA		\$ 1,718.00	NA
- Per Call (Line # based *)	\$ 0.04		NA	NA
* When unbundled switching is used or where more than one brand required on same trunk group				
Rate Reference - Facilities Based				
- Initial Load	NA		\$ 1,939.29	NA
- Subsequent Rate Load	NA		\$ 716.47	NA
- Subsequent Reference Load	NA		\$ 716.47	NA
Intralata Message Rating				
- Rate per initial load	NA		\$ 605.23	NA
- Rate per subsequent changes	NA		\$ 605.23	NA
Local Exchange Routing Guide (LERG) Per NXX				
NXX Migration - Migration charge/NXX	NA		\$ 110.00	NA
Electronic Billing Information Data (daily usage) per message	\$ 0.003		\$ 10,000.00	NA
RECIPROCAL COMPENSATION				
USAGE				
Tandem Switching				
per Minute of Use	\$ 0.001514		NA	NA
Common Transport				
Termination per Minute of Use (Rural - Zone 3)	\$ 0.000352		NA	NA
(Suburban - Zone 2)	\$ 0.000332		NA	NA
(Metro - Zone 1)	\$ 0.000206		NA	NA
(Interzone)	\$ 0.000387		NA	NA
Facility per Minute, per Mile (Rural - Zone 3)	\$ 0.000015		NA	NA
(Suburban - Zone 2)	\$ 0.000007		NA	NA
(Metro - Zone 1)	\$ 0.000002		NA	NA
(Interzone)	\$ 0.000003		NA	NA
Local Switching (per MOU)				
Per Originating or Terminating MOU (Rural - Zone 3)	\$ 0.006841		NA	NA
(Suburban - Zone 2)	\$ 0.006728		NA	NA
(Metro - Zone 1)	\$ 0.005510		NA	NA
Transiting				
Rural - Zone 3	\$ 0.001972		NA	NA
Suburban - Zone 2	\$ 0.001895		NA	NA
Metro - Zone 1	\$ 0.001731		NA	NA
OCA (Optional Area)	\$ 0.004000		NA	NA
OCA Transport & Termination				
	\$ 0.016000		NA	NA

1059

**Missouri
Merger Commitment Amendments**

1060

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion					
Zone 1 - Urban	U21	*	\$11.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	\$15.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Rural	U21	*	\$13.25	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 4	U21	*	\$9.20	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Urban	U2F	*	\$4.77	\$9.78	\$4.16
Zone 2 - Suburban	U2F	*	\$7.77	\$9.78	\$4.16
Zone 3 - Rural	U2F	*	\$12.48	\$9.78	\$4.16
Zone 4	U2F	*	\$6.84	\$9.78	\$4.16

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual	NRBAY	*	NA	\$0.00	NA
Service Order Promotion - Electronic	NRBAW	*	NA	\$5.00	NA
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1 - Urban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Zone 1 - Urban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Zone 1 - Urban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology				
Zone 1 - Urban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 3 - Rural	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1 - Urban	U2F	*	\$4.77	\$9.78	\$4.16
Zone 2 - Suburban	U2F	*	\$7.77	\$9.78	\$4.16
Zone 3 - Rural	U2F	*	\$12.48	\$9.78	\$4.16
Zone 4	U2F	*	\$6.84	\$9.78	\$4.16
PSD#6 2-Wire Very High-band Capable					
Zone 1 - Urban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Urban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion					
Network Component	R2RLP	*	NA	\$29.55	\$16.90
Analog Line Port					
Zone 1 - Urban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop					
Zone 1 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

1064

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 2 - Suburban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).					

Pages 1066 through 1222 removed
from SWBT/BTI Interconnection Agreement
and not filed with Missouri Public Service Commission
as not applicable to Missouri.

Deleted Appendices include:

911-OK
POLES - OK
PRICING - OK
PRICING MERGER - OK

This is the last page of the SWBT/BTI Agreement
as filed in Missouri.

1065A

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

IN THE MATTER OF BUSINESS TELECOM,)
INC.'S APPLICATION FOR APPROVAL OF)
INTERCONNECTION AGREEMENT UNDER THE) DOCKET NO. _____
TELECOMMUNICATIONS ACT OF 1996 WITH)
SOUTHWESTERN BELL TELEPHONE COMPANY)

AFFIDAVIT OF ANTHONY M. COPELAND

STATE OF: NORTH CAROLINA)
)SS
COUNTY OF: WAKE)

Before me, the Undersigned Authority, on the 22nd day of March, 2000, personally appeared Anthony M. Copeland, Executive Vice-President/General Counsel of Business Telecom, Inc. (BTI), who upon being by me duly sworn on oath, deposed and said the following:

1. My name is Anthony M. Copeland. I am over the age of 21 years, of sound mind and competent to testify to the matters stated herein. I am the Executive Vice-President/General Counsel of BTI, and I have personal knowledge, on behalf of BTI, concerning the Interconnection Agreement ("Agreement") between Southwestern Bell Telephone Company (SWBT) and BTI. The parties have engaged in diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement on March 1, 2000, and I am familiar with the terms of the Agreement.

2. The Agreement, together with its price schedules, exhibits and appendices incorporated therein, are an integrated package and are the result of negotiation between BTI and SWBT.

3. The implementation of this Interconnection Agreement is consistent with The Telecommunications Act of 1996 ("FTA 96") and is in the public interest, convenience and necessity. The Agreement is also consistent with the Missouri legislation which became effective on August 28, 1996.

Attachment II

4. There are no outstanding issues between the parties that require the assistance of mediation or arbitration at the present time.

5. Pursuant to the terms of the Agreement, BTI will provide Missouri consumers a facilities-based alternative to SWBT for their local exchange telecommunications service needs. As such, the Agreement serves the FTA 96 goals of promoting diversity of providers and interconnectivity, and a fully competitive telecommunications marketplace for local exchange services.

6. Pursuant to the terms of the Agreement, BTI's facilities will be interconnected and interoperable with the SWBT telephone network. As a result, BTI's customers will receive local telephone services from an alternative to SWBT without suffering any loss in quality or functionality.

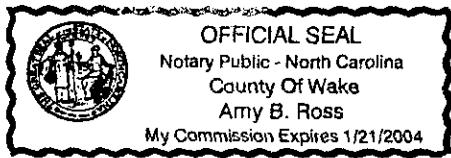
7. The Agreement also provides for interim number portability, and ultimately envisions the development and implementation of long term number portability.

8. The Agreement was negotiated in good faith between the parties and is identical to the thirteen-state interconnection agreement proposed by SWBT. Accordingly, it does not discriminate against any telecommunications carrier that is not a party to the Agreement. The Agreement should be available to any similarly situated local service provider seeking to negotiate a similar interconnection agreement.

Further Affiant sayeth not.


ANTHONY M. COPELAND

SUBSCRIBED and sworn to before me this 22nd day of March, 2000



Amy B. Ross
NOTARY PUBLIC

My Commission Expires: 1-21-2004