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January 6, 2004

Mr. John Van Eschen
Manager-Telecommunications Department
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Re: Modification of Resale Agreement between BPS Telephone Company and Missouri State Discount Telephone, approved in Case No. TO-2002-62.

Dear Mr. Van Eschen:

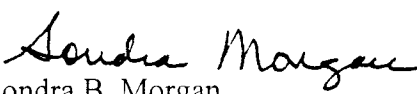
Attached to this letter are three pages of the Resale Agreement between BPS Telephone Company and Missouri Discount Telephone for substitution in the document on file with the Commission. Also included are signature pages for officers of both BPS and MSDT showing their agreement to these changes. In its "Order Approving Interconnection Agreement," the Commission directed that modifications to the agreement be submitted to the Staff for review. The substitute pages are numbered in the lower right-hand corner and can simply be substituted for the current pages when approved. Text has been removed from paragraph 6.1.1 on pages 6 and 7 and a change to the telephone and fax numbers of Mr. Thielepape on page 15 has been made to reflect the change in area code.

If you have any questions regarding this filing, please do not hesitate to call.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:


Sondra B. Morgan

SBM/sm
Enclosures
cc: Mr. W.F. Provance
Mr. Harry Thielepape

the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If the Parties are unable to promptly remedy the Impairment of Service, then the Party with the impaired service, may at its option, temporarily discontinue the use of the affected circuit, facility or equipment.

SECTION VI RESTRICTIONS ON SERVICES AND RESALE

6.1 Restrictions.

6.1.1. The resale of services under this Agreement shall be limited to users and uses conforming to class of service restrictions. All services provided under this Agreement shall be toll restricted, so that the services cannot be used to incur direct dial toll charges. If Telephone Company discovers that Missouri State Discount has sold services in violation of class of service restrictions, Telephone Company shall notify Missouri State Discount of this fact and shall begin billing Missouri State Discount at the appropriate class of service rates. Missouri State Discount also shall be responsible for service order changes between classes of service, back billing to correct the appropriate class of service and late charges for back billing. Missouri State Discount shall not rearrange, move, disconnect, remove, or attempt to repair any facilities owned by Telephone Company, other than by connection or disconnection to any interface means.

6.1.2. Missouri State Discount shall not resell to one class of customers a service that is offered by Telephone Company only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, Disabled Services or Lifeline Services to Non-Qualifying Customers).

6.1.3. Missouri State Discount shall not resell Lifeline Services and services for the disabled.

6.1.4. Missouri State Discount shall not resell promotional offerings of ninety (90) days or less in duration. These promotional offerings are not available to Missouri State Discount for resale.

SECTION VII MAINTENANCE

7.1 **Maintenance Testing and Repair.** Telephone Company will provide repair and maintenance services to Missouri State Discount and its end user customers for resold services in accordance with the same standards and charges used for such services provided to Telephone Company end user customers. Missouri State Discount shall be Telephone Company's single point of contact for all repair calls on behalf of Missouri State Discount's end users. Missouri State Discount shall contact the appropriate repair center to report troubles in accordance with procedures established by Telephone Company. For all repair requests, Missouri State Discount accepts

State Discount to:

Mr. Harry L. Thielepape
Missouri State Discount Telephone
804 Elkins Lake
Huntsville, TX 77340
Office Telephone:(936) 435-1400
Fax Telephone: (936) 293-8522

And in the case of BPS Telephone Company to:

W. F. Provance, President
BPS Telephone Company
P.O. Box 550
Bernie, MO 63822
Office Telephone (573) 292-2277
Facsimile (573) 293-2299

or to such other location as the receiving Party may direct in writing.

ARTICLE XIX MISCELLANEOUS

19.1 Rural Exemption. The Parties acknowledge that Telephone Company is entitled to a rural exception as provided by 47 U.S.C. 251(f)(1) and Telephone Company does not waive such exemption. The Parties also acknowledge that Telephone Company is eligible to apply for suspension or modification of the provisions of 47 U.S.C. 251(b). Telephone Company has elected not to apply for suspension or modification from the requirement to provide services under this Agreement. The rates, terms and conditions negotiated under this Agreement played an integral party of Telephone Company's decision not to apply for a suspension or modification, and no general waiver of Telephone Company's rights to apply for suspension or modification should be construed from its election not to apply for a suspension or modification in this case.

Pursuant to § 2.4 of the Parties' Resale Agreement, pages 6, 7 and 15 are amended as attached.

BPS TELEPHONE COMPANY

By: W.F. Provance
Name

W.F. Provance
President
Title

11-11-03
Date

Pursuant to § 2.4 of the Parties' Resale Agreement, pages 6, 7 and 15 are amended as attached.

MISSOURI STATE DISCOUNT TELEPHONE

By: HARRY THIELEPAGE
Name
[Signature]
Title
11-11-03
Date