

**AMENDMENT**  
**TO MISSOURI 271 INTERCONNECTION AGREEMENT (“M2A”)**  
**BY AND BETWEEN**  
**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI**  
**AND**  
**STEVE'S WILDCAT WEB, INC.**

The M2A (the “M2A” or “Agreement” or “underlying Agreement”) by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri<sup>1</sup> (“SBC Missouri”) and Steve's Wildcat Web, Inc. (“CLEC”) is hereby amended as follows:

NOW THEREFORE the Parties agree to hereby amend the Agreement as follows:

- (1) The following provisions are hereby added under Section 3, titled “General Terms and Conditions Relating to the High Frequency Portion of the Loop” (“HFPL”), as a new Section 3.7, et seq., to the M2A Optional Line Sharing Amendment, Appendix to Attachment 25: xDSL – Interim Appendix HFPL:

**3.7 Availability of HFPL for Purposes of Line Sharing**

**3.7.1 Grandfathering of Existing Line Sharing Arrangements:**

3.7.1.1 SBC Missouri will continue to provide access to the HFPL to CLEC where, prior to October 2, 2003, that CLEC began providing xDSL service to an end-user customer at that particular location (“Grandfathered End-User”) and CLEC continues to provide xDSL service to such Grandfathered End-User. Such access to the HFPL shall be at the same monthly recurring rate(s) that was in effect between SBC Missouri and CLEC for that HFPL prior to October 2, 2003. To the extent that CLEC was serving Grandfathered End-Users over the HFPL prior to October 2, 2003 at an interim HFPL monthly recurring rate(s), that interim HFPL monthly recurring rate(s) would continue to apply to Grandfathered End-Users, subject to true-up upon the state commission's establishment of a non-interim HFPL monthly recurring rate(s). To the extent that CLEC had a non-interim HFPL recurring rate(s) in effect with SBC Missouri prior to October 2, 2003, CLEC would continue to pay the negotiated HFPL monthly recurring rate(s) for Grandfathered End-Users. To the extent CLEC did not have any HFPLs in service or line sharing provisions in effect prior to October 2, 2003, then these provisions as to Grandfathered End-Users shall have no application as to CLEC.

3.7.1.2 A CLEC may continue to serve a Grandfathered End-User via the HFPL for any line sharing arrangement that CLEC had in place prior to October 2, 2003 at a particular location, until the earlier of: (i) CLEC's xDSL service to the Grandfathered End-User over the HFPL is disconnected for whatever reason at the existing location; or (ii) the FCC issues its Order in its Biennial Review Proceeding or any other relevant government action which modifies the requirements established by the FCC in its Triennial Review Order as to Grandfathered End-User(s).

**3.7.2 “New” Line Sharing Arrangements**

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<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, which is now doing business in Missouri as SBC Missouri.

- 3.7.2.1 SBC Missouri will provide CLEC with access to the HFPL between October 2, 2003 and October 2, 2006, where the CLEC begins/began providing xDSL service to a particular end-user customer on or after October 2, 2003 and before October 3, 2004 ("New End-Users"). On and after October 3, 2004, SBC Missouri shall have no obligation to provision, and the CLEC shall not submit any orders for, the HFPL to serve any new end-user customers.
- 3.7.2.2 With respect to any New End-User(s) that CLEC began/begins to provide xDSL service over the HFPL on or after October 2, 2003 and before October 3, 2004, the following monthly recurring rate(s) shall apply to such HFPL; provided, however to the extent that the 2-wire copper xDSL monthly recurring rate(s) in effect between SBC Missouri and CLEC was interim and subject to true-up on October 2, 2003, the HFPL monthly recurring rate(s) set forth below would continue to apply to New End-User(s), subject to true-up upon the state commission's establishment of a non-interim 2-wire copper xDSL monthly recurring rate(s):
- 3.7.2.2.1 Year 1: For the period from October 2, 2003 through October 2, 2003, CLEC may continue to obtain New End-Users through the use of the HFPL at 25 percent (25%) of the state approved monthly recurring rate, or 25% of the monthly recurring rate set forth in the Parties' Interconnection Agreement, as applicable, for access to the 2-wire copper xDSL Loop that was in effect on October 2, 2003 for that particular location.
- 3.7.2.2.2 Year 2: For the period from October 3, 2004 through October 2, 2005, the monthly recurring charge for the HFPL for those New End-Users which CLEC began providing xDSL-based service to over the HFPL at a certain location in Year 1, and for which CLEC continues to provide xDSL-based service at that same location in Year 2, shall increase to 50 percent (50%) of the state approved monthly recurring rate, or 50% of the monthly recurring rate set forth in the Parties' Interconnection Agreement, as applicable, for access to the 2-wire copper xDSL Loop that was in effect on October 2, 2003 for that particular location.
- 3.7.2.2.3 Year 3: For the period from October 3, 2005 until October 2, 2006, the monthly recurring charge for the HFPL for those New End-Users which CLEC began providing xDSL-based service to over the HFPL at a certain location in Year 1, and for which CLEC continues to provide xDSL-based service at that same location in Years 2 and 3, shall increase to 75 percent (75%) of the state approved monthly recurring rate, or 75% of the monthly recurring rate set forth in the Parties' Interconnection Agreement, as applicable, for access to the 2-wire copper xDSL Loop that was in effect on October 2, 2003 for that particular location.
- 3.7.3 Beginning October 2, 2006, SBC Missouri shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-user(s) that CLEC began providing xDSL-based service to over the HFPL during Year 1 of the Transition Period. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such New End-User(s) (along with any other new end-users) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC Missouri, or through an alternate arrangement, if any, that the Parties may negotiate.

- (2) The interim HFPL monthly recurring rate of \$0.00 set forth in Section 10.1 of the M2A Optional Line Sharing Amendment, Appendix to Attachment 25: xDSL – Interim Appendix HFPL is hereby deleted and replaced with the HFPL monthly recurring rate(s) provided for hereinabove as to Grandfathered and New End-Users being served via the HFPL.
- (3) Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement. In addition, to the extent there are any conflicts between the HFPL/line sharing provisions set forth herein and any HFPL/line sharing provisions set forth in the underlying Agreement, including without limitation, the Appendix Pricing/Pricing Schedule, the HFPL/line sharing provisions set forth in this Amendment shall supersede and control, but only to the extent of any conflict. Except as otherwise provided herein, all other HFPL/line sharing rates, terms and conditions set forth in the underlying Agreement shall remain unchanged and shall continue to apply under the provisions set forth in the Agreement.
- (4) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain pricing and language-related revisions to the line sharing provisions in the Agreement to conform them to applicable law ("Conforming Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for any voluntarily negotiated changes to terms and conditions contained in a separate amendment to the Agreement, if any "Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than any Agreed Changes (excluding any prices and pricing revisions) qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that any Agreed Changes, excluding any prices and pricing revisions, shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.
- (5) The Parties understand and agree that by way of this Amendment, the Parties are only conforming the line sharing-specific provisions in the underlying Agreement to the FCC's TRO and lawful and effective line sharing rules. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement and any other rights under the 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 (and any other rights under the Agreement), including, without limitation, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003), and the FCC's Biennial Review Proceeding; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions

("Provisions") in this Amendment, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the provisions. 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, signing by and through its duly authorized representative, and Steve's Wildcat Web, Inc., signing by and through its duly authorized representative.

Steve's Wildcat Web, Inc.

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

Signature: Stephen E. Huffman

Signature: Eddie A. Reed, Jr.

Name: Stephen E Huffman

Name: Eddie A. Reed, Jr.

Title: CEO / President  
(Print or Type)

Title: *For/* Senior Vice President -  
Industry Markets & Diversified Businesses

Date: 8/24/04

Date: AUG 23 2004

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA SHJ