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AUG 17 2004

*Records  
Public Service Commission*

August 10, 2004

Dale Roberts - Executive Secretary  
Missouri Public Service Commission  
Governor Office Bldg.  
200 Madison Ave.  
Suite 100  
Jefferson City, MO 65101

RE: Amendment to Interconnection Agreement – Name Change

Dear Mr. Roberts,

Southwestern Bell Wireless Inc hereby requests approval of the enclosed Amendment to the Interconnection Agreement by and between Southwestern Bell Telephone LP dba SBC Missouri and Southwestern Bell Wireless Inc. This amendment seeks to change the name of Southwestern Bell Wireless Inc to SBC Wireless LLC dba Cingular Wireless.

Thank you for your assistance. Please do not hesitate to contact me with any questions at (404) 236-5556.

Sincerely,

Gary W. Sanchez  
Associate Director  
State Regulatory Relations

cc: Susan Riley

**AMENDMENT TO  
AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION  
BY AND BETWEEN  
SOUTHWESTERN BELL WIRELESS INC.  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY**

This Amendment (the "Amendment"), dated as of \_\_\_\_\_, 2003, to the Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Wireless Inc. and Southwestern Bell Telephone Company (the "Agreement"), and is by and between Southwestern Bell Telephone, L.P.<sup>1</sup> d/b/a SBC Missouri ("SBC Missouri") and SBC Wireless LLC dba Cingular Wireless (f/k/a Southwestern Bell Wireless Inc.), with its principal offices at 5565 Glenridge Connector, Suite 1520, Atlanta, GA 30342 ("Cingular Wireless").

WHEREAS, SBC Wireless LLC dba Cingular Wireless, a Delaware limited liability company, is successor in interest, by merger, to Southwestern Bell Wireless Inc.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Missouri and Cingular Wireless hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Southwestern Bell Wireless Inc." to "SBC Wireless LLC dba Cingular Wireless."
2. SBC Missouri shall reflect that name change from "Southwestern Bell Wireless Inc." to "SBC Wireless LLC dba Cingular Wireless" only for the main billing account (header card) for each of the accounts previously billed to Southwestern Bell Wireless Inc. SBC Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Cingular Wireless affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Southwestern Bell Wireless Inc. with SBC Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Cingular Wireless shall operate with SBC Missouri under the "SBC Wireless LLC dba Cingular Wireless" name for those accounts. Such operation shall include, by way of example only, submitting orders under Cingular Wireless, and labeling (including re-labeling) equipment and facilities with Cingular Wireless.
4. Cingular Wireless represents that a complete list of Cingular Wireless' Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to SBC Missouri. Notice must be received before orders can be processed under a new or changed ACNA code or OCN.

ACNA List: SBM, IUW

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

<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. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

7. For purposes of this Amendment, the following definitions shall apply:

**"SBC"** ("SBC Communications Inc.") means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

**"SBC-13STATE"** - As used herein, **SBC-13STATE** means the applicable SBC-owned incumbent local exchange carrier(s) (ILEC(s)) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

8. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, and to the extent applicable, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates

and SBC ILLINOIS will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, 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 to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

9. This Amendment shall be effective upon approval by the Missouri Public Service Commission (MI-PSC).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

SBC Wireless LLC dba Cingular Wireless, a Delaware  
limited liability company

By: Michael F. VanWeelden

Name: Michael F. VanWeelden  
(Print or Type)

Title: Director - SCM - Network  
(Print or Type)

Date: 12/9/03

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

By: Mike Auinbauh

Name: Mike Auinbauh  
(Print or Type)

Title: For/ President-Industry Markets

Date: DEC 12 2003

FACILITIES-BASED OCN # 6029

ACNA SBM 140

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