

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

In Re: The Interconnection and Resale )  
Agreement By and Between Sprint ) Case No. \_\_\_\_\_  
Missouri, Inc. and SBC Advanced )  
Solutions Inc. Under Sections 251 and 252 )  
of the Telecommunications Act of 1996. )

**APPLICATION OF SPRINT MISSOURI, INC. FOR APPROVAL  
OF AN INTERCONNECTION AND RESALE AGREEMENT**

COMES NOW, Sprint Missouri, Inc, d/b/a Sprint ("Sprint") and files its Application for Approval of an Interconnection and Resale Agreement between SBC Advanced Solutions, Inc. ("SBC ASI") and Sprint Missouri, Inc. pursuant to the Telecommunications Act of 1996 (the Federal Act). In support of its application, Sprint states the following:

**I. APPLICANT**

Sprint is a Missouri corporation with offices at 319 Madison, Jefferson City, Missouri 65102. Sprint is authorized to transact business within the State of Missouri and is authorized by the Missouri Public Service Commission ("Commission") to provide basic local and interexchange telecommunications service within the state.

Sprint was originally incorporated in Missouri in 1929 as The United Telephone Company. A restatement of its certification was received in Case No. TA-88-87. Sprint has received all necessary Commission and Secretary of State's Office approvals for subsequent name changes and is a corporation in good standing in the State of Missouri.

Evidence of proper name registrations was most recently provided to this Commission in Case No. TO-97-53 (Re: United Telephone Company of Missouri's

Adoption Notice Designed to Change the Company's Name to United Telephone Company of Missouri d/b/a Sprint) and Case No. TO-98-107 (Application of United Telephone Company of Missouri d/b/a Sprint for Approval of Name Change to Sprint Missouri, Inc.). Sprint requests that the information in those cases be incorporated herein by reference. To Sprint's knowledge there are no overdue assessments or annual reports nor are there any pending actions or final unsatisfied judgments or decisions against it involving customer service or rates occurring within the last three years.

## **II. INTERCONNECTION AND RESALE AGREEMENT**

Sprint presents to the Missouri Public Service Commission (Commission) its application pursuant to the terms of the Federal Act. Sprint Missouri, Inc., a Missouri corporation, and SBC Advanced Solutions, Inc., a Delaware corporation entered into an Interconnection and Resale Agreement (the Agreement) dated February 18, 2005. The Agreement between the parties consists of the agreement between Sprint Missouri, Inc. and I-800 Reconex d/b/a U.S. Tel, dated April 23, 2004 along with certain amendments as set out in the Agreement. The adopted Agreement was previously approved by this Commission in Case No. IK-2005-0026 on August 26, 2004. There are no outstanding issues related to the Agreement between the parties which requires the assistance of mediation or arbitration.

## **III. STANDARD FOR REVIEW**

The statutory standard of review under Section 252(e) of the Act states:

- (e) Approval by State Commission
  - (1) Approval Required. Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the state commission. A State commission to which an agreement is submitted to shall

- approve or reject the agreement, with written findings as to any deficiencies.
- (2) under subsection (a) if it finds Grounds for Rejection. The State commission may only reject.
- (A) an agreement (or any portion thereof) adopted by negotiation that:
- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or
  - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or...

Applicant further states that the Agreement is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. The Applicant further states that the Agreement does not discriminate against other carriers not a party to the Agreement as the terms of the Agreement are equally available to any other carrier.

#### **IV. REQUEST FOR APPROVAL**

Sprint seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act. Both parties believe that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

Sprint and SBC ASI respectfully request that the Commission grant approval of the Agreement, without change, suspension or other delay in its implementation.

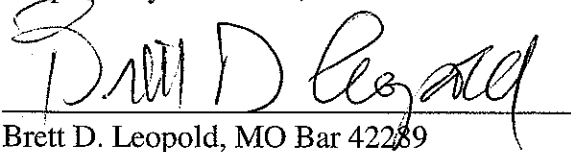
V. MISSOURI LEGISLATION

The negotiated and executed Agreement is consistent with the Missouri Legislation, Senate Bill No. 507, which became effective on August 28, 1996.

VI. CONCLUSION

WHEREFORE, for the foregoing reasons, Applicant prays that the Commission approve the Master Interconnection and Resale Agreement between Sprint Missouri, Inc., and SBC Advanced Solutions, Inc.

Respectfully submitted,



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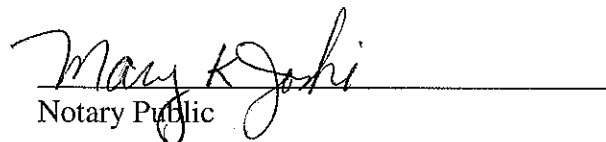
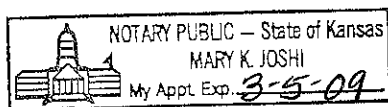
VERIFICATION

I, Brett D. Leopold, an attorney and duly authorized representative of Sprint Missouri, Inc. hereby verify and affirm that I have read the foregoing Application of Sprint Missouri, Inc. For Approval of a Master Interconnection and Resale Agreement, and that the statements contained therein are true and correct to the best of my information and belief.



Brett D. Leopold

Subscribed and sworn to before me on this 16 day of March, 2005.



Notary Public

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 17<sup>th</sup> day of MARCH, 2005, a copy of the above and foregoing Application for Approval of a Master Interconnection and Resale Agreement was served by U.S. Mail, postage prepaid and or email or facsimile to each of the following:

Office of the Public Counsel  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Missouri 65101

Office of the General Counsel  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Missouri 65101

Mary K. Goshi

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection and Resale Agreement ("Agreement"), dated February 18, 2005, is entered into by between SBC Advanced Solutions, Inc. a Delaware ("CLEC"), and Sprint Missouri, Inc., a Missouri corporation ("Sprint") to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Missouri. (Sprint and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Resale and Collocation Agreement between 1-800-Reconex, Inc., d/b/a U.S. Tel dated April 23, 2004 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

### **2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for 1-800-Reconex, Inc., d/b/a U.S. Tel, and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

### **3. TERM:**

This termination date of the Agreement is April 22, 2006 which corresponds with the termination date of the Adopted Agreement.

### **4. NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC :

Associate Director Carrier Management  
SBC Advanced Solutions, Inc.  
Three SBC Plaza  
308 S. Akard St  
Rm. 1530  
Dallas, TX 75202

Copy To: SBC Advanced Solutions, Inc.  
Attention: Legal Department  
One SBC Plaza  
208 S. Akard St.  
Suite 3000  
Dallas, Texas 75202

To Sprint: Director – Local Carrier Markets  
Sprint  
6450 Sprint Parkway  
Mailstop: KSOPHN0116-1B671  
Overland Park, KS 66251

Copy to: Field Service Manager  
FLAPKA0202 - 2256  
555 Lake Border Drive  
Apopka, FL 32703-5815

**5. AMENDMENTS:**

5.1 The 4<sup>th</sup> paragraph of the Preamble on page 1 is amended as follows:

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Sprint is willing to provide unbundled network elements and services; and

5.2 Section 1.34, the definition of "Dark Fiber", is hereby deleted.

5.3 Section 1.37, the definition of "Dedicated Transport", is hereby deleted.

5.4 Section 1.41, the definition of "DS1 Loop", is hereby deleted.

5.5 Section 1.42, the definition of "DS3 Loop", is hereby deleted.

5.6 Section 1.53, the definition of "Enhanced Extended Link" is hereby deleted.

5.7 Section 1.55, the definition of "Fiber-to-the-home Loop" ("FTTH Loop") is amended as follows:

"Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units

(MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

5.8 Section 1.57, the definition of "High Frequency Portion of the Local Loop" ("HFPL") is hereby deleted.

5.9 Section 1.56, the definition of "ISP-Bound Traffic," is amended as follows:

"ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to or returned from an Internet Service Provider (ISP) consistent with the ISP Remand Order.

5.10 Section 1.67, the definition of "Local Loop" is amended as follows:

"Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, and FTTH loops.

5.11 Section 1.75, the definition of "Non-qualifying Service" is hereby deleted.

5.12 Section 1.80, the definition of "Operator Systems" is hereby deleted.

5.13 Section 1.93, the definition of "Qualifying Service" is hereby deleted.

5.14 Section 1.113, the definition of "Voice Unbundled Network Element Platform" is hereby deleted.

5.15 Section 4.2.1 under "Regulatory Approvals" is hereby deleted:

On March 2, 2004, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *USTA v. FCC et al* (No. 00-1012) on appeal of the FCC Triennial Review Order (FCC03-36, Docket No. 01-338). The Parties have not incorporated that decision into this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Sprint determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Sprint may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to CLEC. Immediately



upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Sprint will not provide new Discontinued Arrangements.

- 5.16 The following section is added under "Regulatory Approvals" as Section 4.4:

In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Sprint determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Sprint may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Sprint will not provide new Discontinued Arrangements.

- 5.17 Section 5.3 is amended as follows:

Sprint may terminate this agreement upon (10) Days notice, unless CLEC responds to such notice advising Sprint that it is using its Collocation Space in accordance with this Agreement, if CLEC is not exchanging traffic with Sprint or does not have active services as of the date of this Agreement (e.g. Collocation) or has not submitted orders pursuant to this Agreement within one hundred eighty days (180) days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.

- 5.18 Section 11 is hereby deleted and replaced by the following:

- 11.1 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:
- 11.2 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 11.3 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services,

Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

11.4 Subject to section 11.5 Sprint will defend and pay all court awarded damages for claims enforceable in the United States alleging that Services as provide infringe any third party United States patent or copyright or contain misappropriated third party's trade secrets. For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may at its option and expense either:

1.4.1. procure the right for Customer to continue using the Services;

1.4.2. replace or modify the Services with comparable services; or

1.4.3. terminate the Service.

11.5 Intellectual Property Indemnification Limitations. Sprint's obligations under Section [insert section number immediately proceeding] above will not apply to the extent that the infringement or violation is caused by

11.5.1 a modification to Sprint-provided software, equipment, or Services by Customer (or any person or entity acting on Customer's behalf);

11.5.2 software, equipment or services provided to or through Sprint by a third party;

11.5.3 the combination of Sprint-provided products or services by Customer (or any person or entity acting on Customer's behalf) with other third party products;

11.5.4 functional or other specifications that were provide by or requested by Customer; or

11.5.5 Customer's continued use of infringing products or Services after Sprint provides reasonable notice to Customer of the infringement.

5.19 The following Section 39.2 is hereby added:

August 20, 2004 the FCC released its order in Docket No. 01-338 (FCC 04-179), *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Interim Order") and the Interim Order was effective September 13, 2004. To the extent the Interim Rules are modified or affected upon appeal or as a result of the mandamus petition filed with the D.C. Circuit, this provision for interim services will terminate 30 days after the effective date of such modification, order on appeal or ruling on the mandamus petition unless the parties otherwise agree in writing. Unless terminated earlier, Sprint will continue to provide unbundled switching (including UNE-P), dedicated transport and

enterprise loops under the rates, terms and conditions contained in CLEC's interconnection agreement that existed on June 15, 2004 until March 14, 2005 (6 months after the Interim Rules order was published in the Federal Register), unless otherwise agreed to by the Parties. To the extent the FCC orders continued unbundling of switching, dedicated transport and/or enterprise loops beyond March 14, 2005, Sprint will continue to provide such elements under the terms of this Agreement to the extent consistent with the new unbundling rules, during negotiation of an amendment incorporating the new unbundling rules. The rates under the alternative arrangements will be effective 30 days after the earliest of March 14, 2004 or the effective date of the modification of the Interim Rules, order on appeal or ruling on the mandamus petition regardless of the time required to transition the services.

5.20 Section 40 "Use of Unbundled Network Elements" and its subsections are deleted and replaced with the following:

- 40.1 Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 40.2 CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or tariff services obtained from Sprint as provided for in this Agreement.
- 40.3 Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 40.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the restrictions listed below.
  - 40.4.1 Facilities connecting Sprint's network and CMRS carriers' networks do not qualify as Unbundled Network Elements and will not be available to CLEC as Unbundled Network Elements.
  - 40.4.2 CLEC can use Network Elements provided by Sprint to provide Local Exchange Service.
  - 40.4.3 Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocater to provide retail interexchange services.
  - 40.4.4 CLEC can use unbundled loops to provide Exchange Access to Interexchange Carriers where the unbundled loop terminates to a 251(c)(6) collocation and CLEC has self-provided transport to that

collocation. CLEC can qualify as self-providing transport by leasing transport from a third party.

40.4.5 CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.

40.4.6 CLEC can use Network Elements provided by Sprint for an information service only to the extent the same Network Elements are also used to provide a telecommunications service.

5.20 Section 41.1 is amended as follows:

Sprint shall promptly consider and analyze CLEC requests for unbundled network elements that are not currently developed by Sprint, network information that is reasonably required to determine what unbundled network elements it needs to serve a particular customer or changes to Sprint work processes related to ordering, provisioning or installation of unbundled network elements with the submission of a Bona Fide Request ("BFR") hereunder.

5.21 Section 41.3 is amended as follows:

CLEC may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

5.22 Section 41.4 is amended as follows:

Within ten (10) calendar days of its receipt, Sprint shall acknowledge receipt of the BFR.

5.23 Section 41.5 is amended as follows:

Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, Sprint shall provide to CLEC a preliminary analysis of such BFR.

5.24 Section 41.6 is amended as follows:

Upon receipt of the preliminary analysis, CLEC shall, within thirty (30) calendar days, notify the Sprint, in writing, of its intent to proceed or not to proceed.

5.25 Section 41.7 is amended as follows:

Sprint shall promptly proceed with the BFR upon receipt of written authorization from CLEC. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

5.26 Section 41.8 is amended as follows:

As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Sprint shall provide to CLEC a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.

5.27 Section 41.9 is amended as follows:

Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.

5.28 Section 44.1 is amended as follows:

Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, and FTTH Loops. The following section includes the terms and conditions for Copper Loops, Hybrid Loops, and FTTH Loops. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section **Error! Reference source not found.**

5.29 Section 44.3 is hereby deleted.

5.30 Section 44.4.3 is hereby deleted.

5.31 Section 44.8.1 is hereby deleted.

5.32 Section 44.10 is hereby deleted.

5.33 Section 4.11 is hereby deleted.

5.34 Section 44.12 is hereby deleted.

5.16 Section 44.13 is hereby deleted.

5.17 Section 45.3.1 is amended as follows:

An accessible terminal is any point in Sprint's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within to access the

wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

- 5.18 Section 46, "Local Circuit Switching," and all its subsections are hereby deleted in their entirety.
- 5.17 Section 47, "Tandem Switching," and all its subsections are hereby deleted in their entirety.
- 5.18 Section 48, "Shared Transport," and all its subsections are hereby deleted in their entirety.
- 5.19 Section 49, "Dedicated Transport," and all its subsections are hereby deleted in their entirety.
- 5.20 Section 50, "Signaling Systems," and all its subsections are hereby deleted in their entirety.
- 5.21 Section 51, "Call Related Databases with UNE Switching," and all its subsections are hereby deleted in their entirety.
- 5.22 Section 54 is hereby deleted.
- 5.25 Section 55 "Voice UNE-P and EEL" and subsection are replaced with the following:
  - 55.1 For the purpose of this section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.
    - 55.1.1 CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts

pursuant to this Agreement.

5.26 Section 56 is hereby deleted and replaced by the following:

56.1 Line Splitting

56.1.1 Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

56.1.2 Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.

56.1.3 Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.

56.2 When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

5.28 Section 57.1 is amended as follows:

Modifications to Unbundled Loop

5.29 Section 57.1.1.1 is hereby deleted and replaced by the following:

In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and, deploying a new multiplexer or reconfiguring an existing multiplexer; Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

5.30 The following sections 57.1.2 and 57.1.2.1 are hereby deleted in their entirety:

57.1.2 Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport

facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Sprint will provide a price quote via the ICB process.

57.1.2.1 In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

5.31 Section 58.2.2 is hereby deleted and replaced by the following:

Virtual Point of Interconnection. The CLEC must establish a Virtual POI within each of Sprint's local calling areas, different from the local calling area where the Physical POI resides, for those local calling areas in which the CLEC wants to receive local calls. CLEC will compensate Sprint for transport from the Virtual POI to the Physical POI at TELRIC based rates. If the local calling area is served by a Remote Switch Sprint will charge CLEC for transport between the host Central Office Switch and the Remote Switch at TELRIC based rates based on the volume of traffic between the host and remote.

5.32 Section 59.2.2.1 is hereby deleted and replaced by the following:

In a meet point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint a charge for interconnection to the tandem, Tandem Switching, common transport to the end office, and end-office termination.

5.33 Section 60.9.1 is hereby deleted and replaced by the following:

The transmission facility that connects Sprint and CLEC network is defined as the "Interconnection Facility." The Interconnection Facility may be a shared facility. Notwithstanding any other provision to the contrary, if CLEC provides one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Sprint and a third-party; lease of Sprint facilities, lease of third party facilities; or construction of its own facilities; the POI for the mutual exchange of traffic will be the Sprint office where the leased facility terminates. Should the facility provided by CLEC be used to terminate Sprint originated traffic, CLEC may charge Sprint for a proportionate amount of the facility charges based on Sprint's relative usage for local traffic, excluding ISP-Bound Traffic, for a portion of the facility consistent with the section immediately below using (1)



the lesser of Sprint's TELRIC, cost-based interconnection facility rate or the actual lease cost of the interconnecting facility or (2) CLEC's own cost-based rates if filed and approved by the Commission in accordance with 47 C.F.R. 51.711(b). Sprint will not compensate CLEC for facilities if the size of the facility exceeds the capacity necessary for the transport of Sprint originated traffic.

- 5.34 Section 60.9.2 is hereby deleted and replaced by the following:

In the event that CLEC elects to offer service within Sprint's serving area using a switch located outside Sprint's serving area, CLEC agrees to provide the interconnection facility for both Parties' traffic outside Sprint's contiguous serving area in which CLEC offers service, at no charge to Sprint. Sprint will not compensate CLEC for the shared interconnection facility beyond Sprint's contiguous serving area in which CLEC offers service.

- 5.35 Section 82.6.1.3 is hereby deleted and replaced by the following:

Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

- 5.36 Section 86.1.10 is hereby deleted:

- 5.37 Part I is hereby deleted.

- 5.37 Part J is hereby deleted and replaced by the following:

## **PART J – CALL RELATED DATABASES**

### **1. CALL-RELATED DATABASES**

- 1.1. Sprint will offer access to call-related databases, including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database, and the AIN platform. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

- 1.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will

not capture, cache, or store any information contained in a CNAM response.

- 1.1.2. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.
- 1.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.
  - 1.1.3.1 CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.
  - 1.1.3.2 Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

5.38 Section 110 is hereby deleted and replaced by the following:

#### **110. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**

- 110.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment,

transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

- 110.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Sprint shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by Sprint or any person acting on behalf of Sprint, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, by Sprint or any person acting on behalf of Sprint, or (iii) the presence at the work location of an Environmental Hazard for which Sprint is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Sprint or any person acting on behalf of Sprint.
- 110.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at Sprint's request, indemnify, defend, and hold harmless Sprint, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 110.4 For the purposes of this agreement, "Hazardous Substances" means i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material,

hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or iii) asbestos and asbestos containing material in any form, and iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

110.5 For the purposes of this agreement, "Environmental Hazard" means i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

110.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into i) the work location, or ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

5.39 Table One is hereby deleted and replaced by the attached Table One.

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: MISSOURI		12/02/04
MRC	NRC	DESCRIPTION	MRC	NRC
		RESALE DISCOUNTS		
		Other than Operator / DA	13.85%	
		Op Assist / DA	41.44%	
		USAGE / FILE CHARGES		
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD / per request (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES		
	UP026	Temporary Suspension of Service for Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		\$5.00
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL		
	OC015	Tag and Label on a new install loop or resale		\$4.71
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.42
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$3.77

		TRIP CHARGE	MRC	NRC
	OC003	Trip Charge		\$18.84
		RATE ELEMENT	MRC	NRC
		SERVICE ORDER / INSTALLATION / REPAIR		
	SO001	Manual Service Order		\$30.78
	SO002	Manual Service Order - Listing Only		\$16.22
	SO003	Manual Service Order - Change Only		\$15.07
	SO004	Electronic Service Order		\$4.18
	SO005	Electronic Service Order - Listing Only		\$0.45
	SO006	Electronic Service Order - Change Only		\$1.82
	OC008	2-Wire Loop Cooperative Testing		\$40.50
	OC009	4-Wire Loop Cooperative Testing		\$49.92
	OC010	Trouble Isolation Charge		\$44.27
	OC016	Change Telephone Number, per change		\$16.05
	OC017	LNP Coordinated Conversion - Lines 1-10		\$49.27
	OC018	LNP Coordinated Conversion - each additional line		\$4.43
	OC023	LNP Conversion - 10-Digit Trigger		\$0.00
		<b>UNE to Special Access Conversion:</b>		
	OC021	DS1, per line		\$94.14
	OC022	DS3, per line		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		STAND ALONE NID	MRC	NRC
OC019	OC005	2-Wire	\$1.56	\$8.48
OC020	OC006	4-Wire	\$3.12	\$16.96
		Other NID Sizes	ICB	ICB
		PRE-ORDER LOOP QUALIFICATION	MRC	NRC
	PQ001	Loop Make-Up Information		\$41.54
		LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		2-Wire Analog		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	AA002	First Line		\$116.29
	AA003	Second Line and Each Additional Line (same time)		\$55.06
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$69.80
	AA005	Disconnect		\$31.20
		4-Wire Analog		
AA017		Band 1	\$67.55	
AA018		Band 2	\$127.92	
AA019		Band 3	\$229.19	
	AA008	First Line		\$151.30
	AA009	Second Line and Each Additional Line (same time)		\$90.07
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$87.32
	AA011	Disconnect		\$35.24

		<b>2-Wire xDSL - Capable Loop</b>		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	DX009	First Line		\$120.38
	DX002	Second Line and Each Additional Line (same time)		\$50.68
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$67.65
	DD004	Disconnect		\$31.20
		<b>4-Wire xDSL - Capable Loop</b>		
DX010		Band 1	\$67.55	
DX011		Band 2	\$127.92	
DX012		Band 3	\$229.19	
	DX014	First Line		\$153.76
	DX015	Second Line and Each Additional Line (same time)		\$84.05
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$84.38
	DX017	Disconnect		\$35.24
		<b>2-Wire Digital Loop</b>		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	DD002	First Line		\$181.48
	DD003	Second Line and Each Additional Line (same time)		\$110.20
	DD004	Disconnect		\$31.20
		<b>2-Wire ISDN-BRI Digital Loop</b>		
DD013		Band 1	\$58.33	
DD014		Band 2	\$110.21	
DD015		Band 3	\$196.11	
	DD002	First Line		\$181.48
	DD003	Second Line and Each Additional Line (same time)		\$110.20
	DD004	Disconnect		\$31.20
		<b>4-Wire Digital Loop (no electronics)</b>		
DD017		Band 1	\$67.55	
DD018		Band 2	\$127.92	
DD019		Band 3	\$229.19	
	DD006	First Line		\$254.06
	DD007	Second Line and Each Additional Line (same time)		\$182.77
	DD008	Disconnect		\$35.24
		<b>Digital 56k/64k Loop</b>		
DD021		Band 1	\$37.86	
DD022		Band 2	\$64.89	
DD023		Band 3	\$79.07	
	DD002	First Line		\$181.48
	DD003	Second Line and Each Additional Line (same time)		\$110.20
	DD004	Disconnect		\$31.20
		<b>LOOP CONDITIONING</b>	<b>MRC</b>	<b>NRC</b>
	LC001	<b>Load Coil Removal</b> for all Digital UNE, Line Sharing and xDSL-Capable loops that are <b>less than 18,000 feet in length - per line conditioned</b> (No Engineering or Trip charges - price		\$0.81

		reflects 25 pair economies)		
	LC002	Conditioning Engineering Charge - per loop		\$43.06
	LC003	Conditioning Trip Charge - per loop		\$18.05
		<b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>		
		<b>Load Coil Removal: Loops 18kft or longer</b>		
	LC004	Unload cable pair, per Underground location		\$448.50
	LC005	Unload Add'l cable pair, UG same time, same location and cable		\$2.98
	LC006	Unload cable pair, per Aerial or Buried Location		\$31.11
	LC007	Unload Add'l cable pair, AE or BU, same time, location and cable		\$2.81
		<b>Bridge Tap or Repeater Removal - Any Loop Length</b>		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$447.34
	LC013	Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$1.82
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$29.99
	LC015	Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.68
		<b>SUB LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
	SB001	Sub-Loops Interconnection (Stub Cable)		ICB
		<b>2 Wire Voice Grade and Digital Data Distribution</b>		
	SB002	Band 1	\$13.40	
	SB003	Band 2	\$23.54	
	SB004	Band 3	\$31.65	
	SB010	First Line		\$131.01
	SB011	Second Line and Each Additional Line (same time)		\$40.99
	SB012	Disconnect		\$52.29
		<b>4 Wire Voice Grade and Digital Data Distribution</b>		
	SB006	Band 1	\$26.60	
	SB007	Band 2	\$46.71	
	SB008	Band 3	\$62.80	
	SB013	First Line		\$178.46
	SB014	Second Line and Each Additional Line (same time)		\$65.48
	SB015	Disconnect		\$63.59
		<b>RECIPROCAL COMPENSATION</b>	<b>MRC</b>	<b>NRC</b>
	RC001	Local Traffic	Bill and Keep	N/A
	RC004	Information Access Traffic	Bill and Keep	N/A
		<b>TRANSIT SERVICE</b>	<b>MRC</b>	<b>NRC</b>
	RC002	Transit Service Charge, per minute of use	\$0.005759	N/A
		<b>COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7</b>	<b>MRC</b>	<b>NRC</b>
	TT027	TT016 STP Port	\$291.63	\$275.38
	TT028	STP Switching	\$0.56	N/A
	TT017	STP Transport Link 56.0 Kbps SS7 Link	See Tariff	\$145.92



	TT010	SS7 Originating Point Code (OPC)		\$28.71
	TT011	SS7 Global Title Address Translation (GTT)		\$14.35
		<b>DATABASE, available via contract or tariff</b>	<b>MRC</b>	<b>NRC</b>
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
		<b>OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)</b>	<b>MRC</b>	<b>NRC</b>
	DA002	DA Database Listing & Update per listing or update	Refer to Tariff	
	DA003	DA Data Base Query Service per query	Refer to Tariff	
	DA004	Local Directory Services - white page listings	Refer to Tariff	
DA005		Toll and Local Assistance Service (Live)	ICB	
DA006		Directory Assistance Operator Service (Live)	ICB	
		<b>Customized Routing</b>		
	LS008	Switch Analysis		ICB
	LS009	Host Switch Translations		ICB
	LS010	Remote Switch Translations		ICB
		<b>911 and E911 Transport</b>	<b>MRC</b>	<b>NRC</b>
DB011	DB007	911 and E911 Transport	See FCC #3 Tariff	See FCC #3 Tariff
		<b>STREET INDEX GUIDE</b>	<b>MRC</b>	<b>NRC</b>
	DB008	SIG Database Extract Report, per CD, per request (reflects shipping regular U.S. Mail)		\$18.00

#### LOOP BANDING

Exchange Name	CLLI	Band
Clinton	CLTNMOXADS0	1
Ferrelview	FLVWMOXADS0	1
Ft. Leonard Wood	FTLWMOXADSA	1
Harrisonville	HNVLMOXARS0	1
Jefferson City	JFCYMOXADS0	1
Kearney	KRNYMOXADS1	1
Lebanon	LBNNMOXADS0	1
Lake Lotawana	LKLTMOXARS0	1
Lexington	LXTNMOXARS0	1
Maryville	MAVLMOXADS1	1
Oak Grove	OKGVMOXADS0	1
Pleasant Hill	PLHLMOXARS0	1

Rolla	ROLLMOXADS0	1
St. Robert	STRBMOXARS3	1
Tipton	TPTNMOXARS0	1
Warrensburg	WRBGMOXADS0	1
Waynesville	WYVLMOXARS7	1
Buckner	BCKNMOXARS0	2
California	CLFRMOXARS0	2
Holt Summit	HLSMMOXARS0	2
Odessa	ODSSMOXARS0	2
Platte City	PLCYMOXARS0	2
Taos	TAOSMOXARS0	2
Waverly	WVRLMOXA493	2
Appleton City	APCYMOXARS0	3
Blackburn	BLBNMOXARS0	3
Blairstown	BLTWMOXA498	3
Brazito	BRZTMOXARS0	3
Butler	BTLRMOXARS0	3
Chilhowee	CHLHMOXARS0	3
Clarksburg	CLBGMOXARS0	3
Cole Camp	CLCMMOXXDS0	3
Calhoun	CLHNMOXBRS0	3
Camden Pt.	CMPNMOXARS0	3
Centertown	CNTWMOXA584	3
Centerview	CNVWMOXA656	3
Coal	COALMOXA477	3
Craig	CRAGMOXARS0	3
Deepwater	DPWRMOXARS0	3
Dearborn	DRBRMOXA992	3
Edgerton	EGTNMOXA227	3
Eugene	EUGNMOXARS0	3
Fairfax	FRFXMOXARS0	3
Greenridge	GNRGMOXA527	3
Holden	HLDNMOXARS0	3
Henrietta	HNRTMOXA494	3
Holt	HOLTMOXA264	3
Houstonia	HOSTMOXA568	3
Hopkins	HPKNMOXA77A	3
Hardin	HRDNMOXA398	3
Ionia	IONIMOXA285	3
King City	KGCYMOXA535	3
Kingsville	KGVLMOXA597	3
Leeton	LETNMOXA653	3
Lincoln	LNCLMOXARS0	3
Lonejack	LNJCMOXARS0	3
Mound City	MDCYMOXARS0	3
Malta Bend	MLBNMOXA595	3
Missouri City	MSCYMOXA336	3
Montrose	MTRSMOXA693	3
New Bloomfield	NBFDMOXARS0	3
Norborne	NRBRMOXA594	3
Newburg	NWBGMOXARS0	3
Oterville	OEVLMOXA366	3
Orrick	ORCKMOXA496	3
Pickering	PCNGMOXA927	3
Richland	RCLDMOXARS0	3

Russellville	RLVLMOXARS2	3
Salem	SALMMOXADS0	3
Smithton	SHTNMOXA343	3
Strasburg	STBGMOXXRS0	3
St. Thomas	STTMMOXARS0	3
Sweet Springs	SWSPMOXARS0	3
Syracuse	SYRCMOXA298	3
Tarkio	TARKMOXARS0	3
Urich	URCHMOXA638	3
Wellington	WGTMMOXA934	3
Windsor	WNDSMOXARS0	3
Warsaw	WRSWMOXADS0	3
Weston	WSTNMOXARS0	3

**6. GENERAL:**

Other than as set forth above, the Adopted Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Agreement to be executed by its duly authorized representatives.

**"Sprint"**

By: 

Name  
(typed): William E. Cheek

Title: AVP Strategic Sales & Mgmt.

Date: 2/25/05

**"CLEC"**

By: 

Name: David G. Hammock

Title: RVP – Carrier / Supplier Mgmt.

Date: 2-21-05