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June 18, 2003

Missouri Public Service Commission
Attn: Secretary of the Commission
200 Madison Street, Suite 100
P. O. Box 360
Jefferson City, MO 65102-0360

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Public Service Commission

RE: Additional amendments to Interconnection Agreement between
Level 3 Communications, LLC and Southwestern Bell Telephone Company

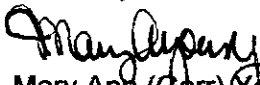
Dear Secretary:

Enclosed please find an original and three copies of two amendments to the interconnection agreement between Level 3 Communications, LLC, and Southwestern Bell Telephone Company (SWBT) for filing with the Commission pursuant to Section 392.220 and the Order Approving Interconnection Agreement in Case No. TO-2002-179. The enclosed Amendment to the Interconnection Agreement - Missouri by and between SBC Missouri and Level 3 Communications, LLC (Amendment) and the Second Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions (Second Amendment) represent the results of recent agreements regarding the issues addressed therein. These Amendments address several topics in the currently effective agreement approved in TO-2002-179, and intervening amendments. These Amendments do not discriminate against a telecommunications carrier that is not a party to it and their implementation is consistent with the public interest, convenience and necessity.

These Amendments do not replace any pages of the existing agreement, and should be placed at the end of the existing approved interconnection agreement. The attached pages have been numbered seriatim beginning with page 770 and ending with page 786 to accommodate placing the attached pages at the end of the currently effective agreement.

Thank you for your assistance. Copies are being served on the General Counsel, Public Counsel and counsel for Southwestern Bell Telephone Company. Please contact me at 634-8109 if there are any questions.

Sincerely,


Mary Ann (Garr) Young

Enclosure

cc: General Counsel
Office of Public Counsel
Gary Tucker, Level 3
SWBT Legal Department

_____ AMENDMENT

to the

INTERCONNECTION AGREEMENT –MISSOURI

by and between

SBC MISSOURI¹

AND

LEVEL 3 COMMUNICATIONS, LLC.

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone L.P. d/b/a SBC Missouri ("SBC Missouri") and Level 3 Communications. ("CLEC") approved by the Missouri Public Service Commission on November 21, 2001 is hereby amended as follows:

AMENDMENTS TO THE AGREEMENT

1.0 Appendix NIM of the Agreement is amended by adding the following:

- 4.7.1 When applicable, for all routes originating or terminating in SBC Missouri exchanges with respect to out-of-area exchanges (as defined herein), SBC Missouri will, at its own expense, provide transport via direct end office trunk group(s) ("DEOT") to deliver traffic to Level 3's existing point of interconnection ("POI") for the SBC Missouri exchange within the LATA where the call originates. These DEOT(s) will be Direct Final trunk groups, and the parties agree that the associated traffic from each Missouri office will not alternate route. Level 3 must provide SBC Missouri a separate ACTL for each InterLATA calling arrangement.
- 4.7.2 SBC Missouri agrees to exchange SBC Missouri InterLATA local traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver as set forth herein. In those cases where the exchange of traffic involves two SBC Missouri exchanges on either side of a LATA boundary that share a mandatory local calling area or optional EAS area, then SBC Missouri will exchange such traffic using two-way direct trunk groups (i) via a facility to Level 3's POI in the originating LATA or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB") or (iii) via a mutually agreed to meet point facility within the SBC ILEC exchange area covered under such InterLATA waiver. If an out-of-area exchange (as defined herein) in which Level 3 is

¹ Southwestern Bell Telephone L.P.'s former d/b/a was Southwestern Bell Telephone Company. Southwestern Bell Telephone L.P. is now doing business in Missouri as "SBC Missouri."

providing service shares a mandatory local calling area or optional EAS area with an SBC Missouri exchange but is not within the same LATA as that SBC Missouri Exchange, SBC Missouri shall exchange such traffic using a two-way trunk group(i) via a facility to Level 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-Missouri will not provision or be responsible for facilities located outside of SBC-Missouri exchange areas.

- 4.7.3 For traffic destined to Level 3 NPA NXXs rated to exchanges where SBC Missouri is not the incumbent LEC but which exchanges share a mandatory local, IntraLATA, or optional EAS area with a SBC Missouri incumbent exchange ("out-of-area exchanges"), SBC Missouri will open codes within its switches utilizing the normal LERG code opening processes as outlined in the underlying agreement. SBC Missouri will deliver the traffic associated with such out-of-area exchange codes to Level 3 at Level 3's existing POI within the originating LATA provided such POI is within an SBC Missouri exchange.
- 4.7.4 This Agreement sets forth the terms and conditions pursuant to which the applicable SBC Missouri agrees to furnish Level 3 with access to unbundled network elements (UNEs), Collocation and Resale in SBC Missouri's incumbent local exchange areas for the provision by Level 3 of a Telecommunications Service. ((Act, Section 251(c)). The Parties acknowledge and agree that SBC Missouri is only obligated to make available UNEs, Collocation and Resale to Level 3 in SBC Missouri's incumbent local exchange areas and has no obligation to provision UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of SBC Missouri's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the associated UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to Level 3 when Level 3 is operating in an SBC Missouri incumbent local exchange area(s).
- 4.7.5 The compensation arrangements for all types of traffic exchanged between the Parties shall be as set forth in the Parties' Interconnection Agreement and the Amendment to Level 3 Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions.

2.0 MISCELLANEOUS

- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. NOTHING HEREIN IS INTENDED TO OR SHALL BE CONSTRUED TO MODIFY THE AMENDMENT TO LEVEL 3 CONTRACTS SUPERSEDING CERTAIN COMPENSATION, INTERCONNECTION AND TRUNKING PROVISIONS.
- 2.3 This Amendment shall be filed with and subject to approval by the Missouri Public Service Commission (MO-PSC).
- 2.4 Nothing in the Agreement or this Amendment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. In addition, this Amendment shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the provisions or matters set forth in the Agreement or this Amendment to such Agreement. Further, the Parties acknowledge and agree that the provisions in the underlying Agreement and in this Amendment (and any separate Amendments previously made to the Agreement) reflect and comply with SBC Missouri's obligations under FCC rules and regulations ("FCC Rules") as they existed prior to their vacature by the D.C. Circuit in its decision in *United States Telecom Association, et al.* ("USTA Decision"), 290 F.3d 415 (D.C. Cir. 2002), and do not reflect changes to the FCC Rules in light of the FCC's Triennial Review Order, which was adopted by the FCC on February 20, 2003. Therefore, in entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to the USTA Decision, the Triennial Review Order, and any other federal or state regulatory, legislative or judicial action(s) which relate to the matters addressed in this Amendment, the underlying Agreement or any separate amendment to the Agreement, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al.*, 535 U.S. 467 (2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this

Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14th day of May, 2003, by SBC Missouri, signing by and through its duly authorized representative, and Level 3, signing by and through its duly authorized representative.

Level 3 Communications, LLC

By: KVP

Title: VP - Softswitch Development

Name: Kevin Paul
(Print or Type)

Date: May 13, 2003

Southwestern Bell Telephone, L.P.

d/b/a SBC Missouri by SBC

Telecommunications, Inc., its authorized agent

By: Mike Auinbaugh

Title: President - Industry Markets

Name: Mike Auinbaugh
(Print or Type)

Date: MAY 14 2003

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***Second Amendment
Superseding Certain Compensation,
Interconnection and Trunking Provisions***

This Second Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Second Amendment") is applicable to this and any future Interconnection Agreement between SBC Telecommunications, Inc. on behalf of and as agent for 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future Affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and Level 3 Communications, LLC and any of its future Affiliates or subsidiaries which are a Certified Local Exchange Carrier ("Level 3"), in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut from June 1, 2003 through and including December 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Each of the SBC ILECs and Level 3 may be referred to individually as "Party," or collectively as the "Parties"

WHEREAS, SBC ILECs and Level 3 entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to Level 3 Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms which will expire on May 31, 2003; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Amendment for the period from June 1, 2003 up through and including December 31, 2004 subject to the following modifications.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Scope of Agreement and Lock In:

1.1 The Parties agree that this Second Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Second Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the period from June 1, 2003 up through and including December 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.2 Any inconsistencies between the provisions of this Second Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the period from June 1, 2003 through and including December 31, 2004, will be governed by the provisions of this Second Amendment, unless this Second Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.3 If the underlying ICAs or any future interconnection agreement(s) expire sooner than December 31, 2004, the Parties agree that the Second Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Second Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through December 31, 2004. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Second Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Second Amendment, the Parties agree that the rates, terms and conditions of the Second Amendment will, upon state PUC approval of the Second Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or June 1, 2003, whichever is later so that the rates, terms and conditions contained herein will apply uninterrupted for the period from June 1, 2003 up through and including December 31, 2004. In no event shall this retroactivity apply prior to the effective date this Second Amendment is signed by Level 3.

1.4 Level 3 hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Second Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, Level 3 may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by Level 3 of all or a substantial portion of its assets, in which case Level 3 shall obtain the purchaser's agreement to be

bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of Level 3.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the "Orders"). In entering into this Second Amendment, and except as otherwise set forth in Sections 2.2 and 2.3 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Sections 2.2 and 2.3 below, 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 Second Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party ("Written Notice"). In such event, 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. 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 the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s)

conflict with this Intervening Law paragraph and Section 2.2 and 2.3, for the time period from June 1, 2003 up through and including December 31, 2004, this Intervening Law paragraph and Sections 2.2 and 2.3 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding the provisions of Section 2.1 or anything else herein, during the period from June 1, 2003 up through and including May 31, 2004, the Parties waive any rights they may have under the Intervening Law/Change of Law provisions in this Second Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Second Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Second Amendment. The Parties specifically acknowledge their awareness of various pending regulatory actions which may affect the nature of reciprocal compensation and treatment of internet service provider ("ISP") traffic and other Total Compensable Local Traffic (as defined herein) for compensation purposes. Each Party specifically acknowledges that this Second Amendment is intended to be a binding agreement, without regard to the standards set forth in subsections (b) and (c) of Section 251, made pursuant to Section 252 (a)(1) of the Act, and each Party further acknowledges that this Second Amendment is intended to and shall remain unaffected by and survive any regulatory, legislative or judicial actions which may affect reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs and trunking provisions set forth herein during the period from June 1, 2003 up through and including May 31, 2004 including, without limitation, the Federal Communications Commission's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Reciprocal Compensation Order"). Except with respect to the specific exceptions in this Section 2.2 relating to reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements, during the time period from June 1, 2003 up through and including May 31, 2004, each Party shall otherwise have full intervening law rights under Section 2.1 of this Second Amendment and any intervening law rights in the underlying ICAs or future interconnection agreement(s), and may invoke such intervening law/change in law rights as to any provisions in the Agreement (including any separate amendments to the Agreement) impacted by any regulatory, legislative or judicial action.

2.3 Notwithstanding the provisions of Section 2.1 or anything else herein, during the period from June 1, 2004 and thereafter up through and including December 31, 2004, the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Second Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Second Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Second Amendment including, without limitation, waiving any rights to change the

compensation in this Second Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Second Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Second Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"); provided further, however, that in no event shall any provisions of this Second Amendment, relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements be invalidated, modified, or stayed until June 1, 2004 at the earliest, consistent with Section 2.2 preceding. In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Second Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order; provided, further, however that in no event shall any provisions of this Second Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs, or trunking requirements be invalidated, modified, or stayed until June 1, 2004 at the earliest, consistent with Section 2.2 preceding. Except with respect to the exceptions relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.3, during the time period from June 1, 2004 up through and including December 31, 2004, each Party shall have full intervening law rights under Section 2.1 of this Second Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.3.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Second Amendment, neither party waives its right to advocate its view with respect to this issue.

The Parties agree that nothing in this Second Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to Level 3 under the terms of this Second Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to Level 3 pursuant to Sections 4, 5, and 6 herein during the term of this Second Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions Level 3 may lease facilities from SBC ILEC to establish such POIs. By entering into this Second Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Second Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Second Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that Level 3 and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Second Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2004. The Parties further agree that this Second Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Second Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Second Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Second Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Second Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Second Amendment.

4.0 Network Architecture Requirements:

4.1 Level 3 will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if Level 3 (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area Level 3 has established a working telephone number local to a rate center in that tandem serving area, and each end office where Level 3 maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where Level 3 has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, Level 3 (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area Level 3 has established a working telephone number local to a rate center in that tandem serving area, and each end office where Level 3 maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where Level 3 has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Sections 2.2 and 2.3 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Second Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Amendment.

(d) Level 3 may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for Level 3 equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where Level 3 leases facilities from SBC ILECs to establish a POI, Level 3 shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 Level 3 agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with Level 3 participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this amendment, Level 3 will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if Level 3 has not established a POI required by Section 4.0, Level 3 shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, Level 3 will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall Level 3 have any liability or otherwise be penalized under this Second Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, Level 3 will have no liability and will face no penalty for non-compliance

with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where Level 3 provides service as of the date of execution of this Second Amendment. Level 3 will notify SBC ILEC of Level 3's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for Level 3. Level 3 and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Second Amendment generally shall prevent Level 3 from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where Level 3 does not provide service as of the date of execution of this Amendment. Level 3 will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on Level 3's ability to order and receive trunks in any given market.

4.9 In a blocking situation, Level 3 may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if Level 3's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If Level 3 designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by Level 3 in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and Level 3 will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and Level 3 agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from June 1, 2003 up through and including December 31, 2004, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Second Amendment contains provisions that have been negotiated as part of an entire Second Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Second Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Second Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Second Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

7.4 This Second Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

7.5 The terms contained in this Second Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2004, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Second Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Second Amendment.

7.7 This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

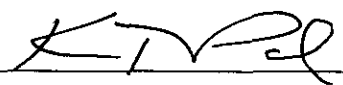
7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.


8.0 Definition of Affiliate

As used above, the term "Affiliate" shall mean as defined in the Act; provided, however, for purposes of Level 3, the term "Affiliate" shall not include RCN Corporation or any of its subsidiaries ("RCN") or Commonwealth Telephone Enterprises or any of its subsidiaries ("Commonwealth"), only as long as Level 3's equity interest (or equivalent thereof) in either RCN or Commonwealth does not exceed twenty-five percent (25%), RCN and Commonwealth each has no more than two officers or employees serving on the board of directors of Level 3, Level 3 has no more than two officers or employees serving on each of the boards of directors of RCN or Commonwealth, and Level 3 does not otherwise control, and is not under the common management or control of, RCN or Commonwealth.

Level 3 Communications, LLC

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

Signature: 

Signature: 

Name: Kevin Paul
(Print or Type)

Name: Mike Auinbauh

Title: VP- Softswitch Deployment
(Print or Type)

Title: President - Industry Markets

Date: May 28, 2003

Date: 5/28/03

AECN/OCN: 4932