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June 17, 2003

RECEIVED²

JUN 17 2003

*Records
Public Service Commission*

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360

Re: KMC Telecom III, LLC

Dear Judge Roberts:

On February 19, 2003, KMC Telecom III, LLC ("KMC") filed its Notice of Adoption of the Missouri 271 Interconnection Agreement ("M2A") of Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT").

KMC and SWBT have entered into three separate unnumbered Amendments (which I will refer to as Amendment Nos. 1, 2 and 3) to their interconnection agreement, an original and five copies of each of which I enclose for filing with your office.

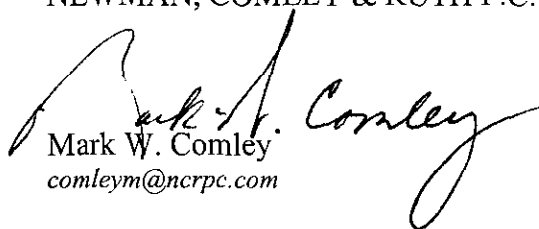
Amendment No. 1 pertains to the Reciprocal Compensation; Amendment No. 2 revises the UNE Remand Agreement; and Amendment No. 3 revises Appendix NIM of the Agreement, adding Section 8 entitled "Terminating Traffic Language."

Would you bring this filing to the attention of the appropriate Commission personnel. As always, if there are any questions, please contact me.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:


Mark W. Comley
comleym@ncrpc.com

MWC:ab
Enclosure

cc: Office of Public Counsel
General Counsel's Office
D. Randy Fontenot

AMENDMENT NO. ____

TO THE

INTERCONNECTION AGREEMENT – MISSOURI

EFFECTIVE _____

BETWEEN

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SOUTHWESTERN BELL TELEPHONE COMPANY

AND

KMC TELECOM III LLC

This Amendment to the Interconnection Agreement – Missouri is entered into this _____ day of _____, 2003 between, SOUTHWESTERN BELL TELEPHONE, L. P. d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY (“SWBT”), a Texas Limited Partnership, having an office at 530 McCullough, San Antonio, Texas 78215, and KMC TELECOM III LLC (“CLEC”), a Delaware corporation, having an office at 1755 North Brown Road, Lawrenceville, Georgia, 30043, (collectively, “the Parties”).

WHEREAS the Parties on _____, 2003 entered into the Interconnection Agreement – Missouri approved by an Order of the Missouri Public Service Commission in Case No. TO-99-227 (“the Agreement”); and

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the FCC published in the Federal Register its Third Report and Order in Docket No. 96-98 on January 18, 2000, as amended by Supplemental Order released November 24, 1999 in the same proceeding (“UNE Remand Order”); and

WHEREAS, although the Parties acknowledge that the Agreement was already, in many ways, consistent with the UNE Remand Order when it became effective, they wish to amend the Agreement to incorporate certain additional holdings of the UNE Remand Order by amending the following sections as indicated. All other sections remain unchanged;¹

¹ Additions are indicated by boldface type; deletions by strikethrough.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

Attachment 6: Unbundled Network Elements (Section 3) is amended as follows:

3.0 Network Interface Device

- 3.1 The Network Interface Device (NID) is **unbundled network element** is defined as any means of interconnection of end-user customer premises wiring to SWBT's distribution loop facilities, such as a cross connect device used for that purpose a ~~cross connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer.~~ The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. Pursuant to applicable FCC rules, SWBT offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.
- 3.2 CLEC personnel may connect CLEC loop facilities to the customer's premises wiring ~~inside wire at~~ **through** the SWBT NID, as is, at no charge, ~~or at any other technically feasible point.~~ Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

Attachment 6: Unbundled Network Elements (Section 4) is amended as follows:

4.0 Local Loop

- 4.1 Definition: Pursuant to applicable FCC rules, a ~~A~~ **"loop" local loop unbundled network element** is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and the loop demarcation point at an end user customer premises. **Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to customer premises wiring, provided such wire is owned and controlled by SWBT. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.**

- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.45. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
- 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.2.5 **The DS3 Loop provides a digital, 45 Mbps circuit from the SWBT central office to the customer's end user location. Pursuant to the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, whether or not entrance facilities are self-provided or obtained from third parties, unless they are used to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. The "significant amount of local exchange service, in addition to exchange service, to a particular customer" must be properly quantified and certified to SWBT pursuant to the FCC's Supplemental Order and to SWBT's established implementation plans and procedures set forth on the CLEC website.**
- 4.2.56 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of

Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).

- 4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, ~~including, without limitation, loops capable of carrying DS3 signals,~~ pursuant to the Special Request process. The availability of a loop type, ~~e.g., DS3 loop,~~ through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement, ~~e.g., DS3 Entrance Facility.~~

4.6 Subloop Elements

SWBT will provide subloop elements as unbundled network elements in the following manner.

~~4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element.~~

~~4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE Schedule of Prices labeled "Subloop Distribution".~~

~~4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4 wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder~~

~~segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC 12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, huts, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.~~

~~4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE Schedule of Prices labeled "Dark Fiber" under the heading "Subloop Feeder".~~

~~4.6.2.2 When CLEC purchases 4 Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE Schedule of Prices labeled "DS1 4 Wire Copper" under the heading "Subloop Feeder".~~

~~4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the Special Request Process.~~

4.6.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible points on the loop. An accessible point on the loop is where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

4.6.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device or other point of demarcation
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device or other point of demarcation
9. Terminal	Network Interface Device or other point of demarcation
10. Stand Alone NID	Not applicable

4.6.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish collocation and/or the necessary sub-loop interconnection arrangement(s) to interconnect to the sub-loop. Prior to ordering a sub-loop, CLEC will submit a request for information on sub-loop availability. Appropriate prices for processing the inquiry as well as appropriate prices for the engineering and other associated services performed will apply. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLECs only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

4.6.4 Sub-loop are provided "as is" unless CLEC requests loop conditioning on xDSL Compatible Sub-loops for the purpose of offering advanced services. xDSL Compatible Sub-loop Conditioning will be provided at the rates, terms, and conditions set out in Appendix 25-xDSL.

- 4.6.5** Notwithstanding any provision in the Agreement, Sub-loops are not available for combination by SWBT with any Unbundled Network Elements or service.
- 4.6.6** The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the SBC switch will be lost.
- 4.6.7** The sub-loop offering will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire digital sub-loops, two-wire and four-wire DSL Compatible Sub-Loop, two-wire Digital (ISDN) Compatible Sub-Loop, four-wire DS1 Compatible Sub-Loop and DS3 Compatible Sub-Loops similar to the existing unbundled loop product offering. Consistent with paragraph 14.5 of Attachment 6, the sub-loop unbundled network elements will be provided at cost based prices. Said prices will be provided by SWBT in writing to CLEC as soon as possible, but in any event within 30 days of CLEC's request. CLEC will advise SWBT within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 45 days of SWBT's provision of the prices to CLEC, either Party may file with the Missouri Public Service Commission requesting a determination of the appropriate cost based pricing. Any determination by Missouri Public Service Commission on the appropriate price will be applied retroactively to the sooner of the effective date of this Amendment or the first provision of a sub-loop to CLEC.
- 4.6.8** Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SWBT's processes implementing the Supplemental Order. Such sub-loops shall terminate only in collocation arrangements.

Attachment 6: Unbundled Network Elements (Section 5):

Add the following new section:

5.4 Unbundled Local Switching

5.4.1 Upon not less than sixty (60) days' written notice to CLEC, SWBT may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each, an "Exception Territory") with respect to which SWBT can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SWBT has satisfied each of the following conditions:

- (a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SWBT offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and**
- (b) In the Exception Territory where SWBT elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order. In the Exception Territory, SWBT would offer the EEL. If SWBT elects to offer the EEL, the EEL will be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. SWBT may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.**

5.4.2 In determining whether SWBT may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that SWBT provides to CLEC through pre-ordering process.

5.4.3 Nothing in this Section 5.4 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services, or serving arrangements to provide additional services to an End-User customer account with respect to which SWBT may exercise its rights under this Section.

5.5 Packet Switching

5.5.1 SWBT will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

- 5.5.1.1** SWBT has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 5.5.1.2** There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 5.5.1.3** SWBT has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 5.5.1.4** SWBT has deployed packet switching capability for its own use.

Attachment 6: Unbundled Network Elements (Section 8):

8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity. ~~CLEC may request other interface options pursuant to the Special Request process.~~ Higher speeds (e.g. OC192) will be made available to CLEC as deployed in SWBT wire centers.

Attachment 6: Unbundled Network Elements (Section 9.7) is amended as follows:

9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking ~~either an SWBT AIN feature or an CLEC developed AIN feature as per previous section.~~

Attachment 6: Unbundled Network Elements (Section 14) is amended as follows:

14.9 SWBT will reconfigure existing qualifying special access services terminating at a collocation arrangement to combinations of unbundled loop and transport but only in accordance with the requirements of the FTA, applicable FCC rules and the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370). SWBT's processes to do so in accordance with those requirements are set forth on the SBC CLEC web site.

Attachment 25: xDSL (Section 5) is amended as follows:

5.7 OSS: LOOP MAKE-UP INFORMATION AND ORDERING – HFPL

- 5.7.1 General:** SWBT will provide CLEC with nondiscriminatory access to the same loop make-up information that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate and as set forth in SWBT's Advanced Plan of Record filed December 7, 1999 as amended from time to time. Pending implementation of SWBT's Advanced Service Plan of Record, loop make-up data will be provided as set forth below.
- 5.7.2 Loop Pre-Qualification:** Subject to 5.7.1 above, SWBT's pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 5.7.1, SWBT will provide mechanized access to a loop length indicator via Verigate and DataGate. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to CLEC and is available at no charge.
- 5.7.3 Loop Qualification:** Subject to 5.7.1 above, SWBT will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:
- 5.7.3.1** For loops ordered under 12,000 feet in length, SWBT will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.
- 5.7.3.2** If a CLEC elects to have SWBT provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SWBT's affiliate, whichever is less.
- 5.7.3.3** If the results of the loop qualification indicate that conditioning is available, CLEC may request that SWBT perform conditioning at charges set forth in Section 9.0 of this Attachment. CLEC may order the loop without conditioning or with partial conditioning if desired.

5.7.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, SWBT is not required to condition the loop. However, should SWBT refuse CLEC's request to condition a loop, SWBT will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

5.7.4 Electronic access to loop makeup data through OSS enhancements described in 5.7.1 above will return information in all fields described in the Plan of Record where information is contained in SWBT's electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

IT IS FURTHER AGREED THAT:

SWBT shall be obligated to provide UNEs under this Amendment commencing on the date provision of such UNEs is legally mandatory (including consideration of stays, if any, of the UNE Remand Order and the varying periods of effectiveness -- 30 days or 120 days, as the case may be, applicable to a particular UNE). Should the UNE Remand Order be reversed or modified on rehearing, appeal or otherwise, to modify the nature of the UNEs required to be provided by SWBT pursuant to this Amendment, the provisions of Section 18.2 of this Agreement shall apply. By executing this and by providing or not providing certain UNEs and UNE combinations to the extent provided for under this Amendment, and notwithstanding any language to the contrary in the Agreement, neither Party waives any of its rights, remedies or arguments with respect to the UNE Remand Order, including its right to seek legal review (including a stay) of the UNE Remand Order or modifications of this Agreement. SWBT's obligation to provide UNEs pursuant to this Amendment is subject to the provisions of the Act, including but not limited to, Sections 251(c)(3) and 251(d) of the Act, and legally binding interpretations thereof.

This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 6th day of March, 2003, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

KMC Telecom III LLC

By: [Signature]
Title: Joy/SR. Vice President Legal Regulatory
Name: MARIA BROWN Johnson
(Print or Type)

Date: April 6, 2003

AECN/OCN # _____

**Southwestern Bell Telephone, L.P. d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.
Its authorized agent**

By: [Signature]
Title: President - Industry Markets
Name: Eddie Reed, Jr.
(Print or Type)

Date: MAR - 5 2003

SOUTHWESTERN BELL TELEPHONE COMPANY /
KMC Telecom III, LLC /
MISSOURI

Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
UNBUNDLED NETWORK ELEMENTS					
	UNE				
	DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03
	DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03
	DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03
	DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03
	OC3/3c Loop Zone 1 (Urban STL, KS)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38
	OC3/3c Loop Zone 2 (Suburban)	U6LTX	\$ 937.69	\$ 747.31	\$ 335.38
	OC3/3c Loop Zone 3 (Rural)	U6LTX	\$ 893.42	\$ 747.31	\$ 335.38
	OC3/3c Loop Zone 4 (Urban Springfield)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 1 (Urban STL, KS)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 2 (Suburban)	U6LUX	\$ 2,900.16	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 3 (Rural)	U6LUX	\$ 2,957.73	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 4 (Urban Springfield)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 1 (Urban STL, KS)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 2 (Suburban)	U6LVX	\$ 10,052.83	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 3 (Rural)	U6LVX	\$ 10,826.43	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 4 (Urban Springfield)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38
	DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14
Sub-loop Unbundling	MDF to ECS Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAM	\$ 13.76	None	None
	MDF to ECS Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAM	\$ 11.24	None	None
	MDF to ECS Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAM	\$ 12.29	None	None
	MDF to ECS Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAM	\$ 10.83	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAN	\$ 10.10	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAN	\$ 9.47	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAN	\$ 10.23	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAN	\$ 10.01	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAO	\$ 14.29	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAO	\$ 18.85	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAO	\$ 22.85	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAO	\$ 17.65	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAQ	\$ 6.02	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None
	ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None
	ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None
	ECS to NID Subloop Charge 2-Wire- Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None
	ECS to NID Subloop Charge 2-Wire- Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAS	\$ 4.73	None	None
	SAI to Terminal Subloop Charge 2- Wire Analog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAU	\$ 8.07	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEM	\$ 33.74	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEM	\$ 31.05	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEM	\$ 32.37	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEM	\$ 30.53	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEN	\$ 23.17	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEN	\$ 24.12	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEN	\$ 24.68	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEN	\$ 26.10	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEO	\$ 31.56	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEO	\$ 42.69	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEO	\$ 49.82	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEO	\$ 41.19	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None
	ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEQ	\$ 12.04	None	None
	ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None
	ECS to Terminal Subloop Charge 4- Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None
	ECS to Terminal Subloop Charge 4- Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LES	\$ 9.46	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 1 (STL, KC)	U6LCM	\$ 7.64	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCM	\$ 12.02	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 3 (Rural)	U6LCM	\$ 12.78	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCM	\$ 13.60	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCN	\$ 8.27	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCN	\$ 12.63	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCN	\$ 13.45	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCN	\$ 14.21	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCO	\$ 12.47	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCO	\$ 22.01	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCO	\$ 26.07	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCO	\$ 21.85	None	None
	ECS to SAI Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None
	ECS to NID Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None
	ECS to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None
	ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None
	ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None
	SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None
	SAI to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None
	SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGM	\$ 15.27	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGM	\$ 24.05	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 3 (Rural)	U6LGM	\$ 25.56	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGM	\$ 27.19	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGN	\$ 16.54	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGN	\$ 25.27	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGN	\$ 26.91	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGN	\$ 28.43	None	None
	MDF to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGO	\$ 24.93	None	None
	MDF to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGO	\$ 44.03	None	None
	MDF to Terminal Subloop Charge 4 Wire DSL Zone 3 (Rural)	U6LGO	\$ 52.14	None	None
	MDF to Terminal Subloop Charge 4 Wire DSL Zone 4 (Urban Springfield)	U6LGO	\$ 43.71	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBM	\$ 29.08	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBM	\$ 25.19	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Rural)	U6LBM	\$ 27.11	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBM	\$ 24.39	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBN	\$ 17.42	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 2 (Suburban)	U6LBN	\$ 17.90	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBN	\$ 18.24	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBN	\$ 19.31	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBO	\$ 21.62	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 2 (Suburban)	U6LBO	\$ 27.28	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBO	\$ 30.86	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBO	\$ 26.95	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Urban STL, KC)	U6L1M	\$ 108.41	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	U6L1M	\$ 111.22	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Rural)	U6L1M	\$ 115.31	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 4 (Urban Springfield)	U6L1M	\$ 108.71	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	MDF to RT Subloop Charge-DS3 Zone 1 (Urban STL, KC)	U6L3M	\$ 742.14	None	None
	MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	U6L3M	\$ 986.90	None	None
	MDF to RT Subloop Charge-DS3 Zone 3 (Rural)	U6L3M	\$ 1,090.86	None	None
	MDF to RT Subloop Charge-DS3 Zone 4 (Urban Springfield)	U6L3M	\$ 805.08	None	None
Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 324.78	\$ 124.32
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25
	Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 326.26	\$ 125.80
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73
	Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 324.78	\$ 124.32
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25
	Subloop Cross Connect 4-Wire DSL Central Office Originating	UKCY4	None	\$ 326.26	\$ 125.80
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73
	Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 367.17	\$ 138.91
	Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 641.81	\$ 262.67
	Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 1,164.60	\$ 568.19
Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68
	Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	\$ 0.001250	None	None
	Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None
	Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None
	Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None
	Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 22.23	\$ 599.33	\$ 599.33
	Dark Fiber Loop - CO to Customer, per foot Zone 1 (Urban STL, KS)	ULOWG	\$ 0.001250	None	None
	Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.004020	None	None
	Dark Fiber Loop - CO to Customer, per foot Zone 3 (Rural)	ULOWG	\$ 0.007790	None	None
	Dark Fiber Loop - CO to Customer, per foot Zone 4 (Urban Springfield)	ULOWG	\$ 0.001280	None	None
	Dark Fiber Subloop - CO to CEV/Hu/RT-per strand	UL1YX	\$ 22.23	\$ 599.33	\$ 599.33
	Dark Fiber Subloop - CO to CEV/Hu/RT per foot Zone 1 (Urban STL, KS)	ULOYG	\$ 0.001250	None	None
	Dark Fiber Subloop - CO to CEV/Hu/RT per foot Zone 2 (Suburban)	ULOYG	\$ 0.004020	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Rural)	ULOYG	\$ 0.007790	None	None
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 4 (Urban Springfield)	ULOYG	\$ 0.001280	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	UL10X	\$ 22.23	\$ 562.13	\$ 562.13
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Urban STL, KS)	ULOOJ	\$ 0.001250	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	ULOOJ	\$ 0.004020	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Rural)	ULOOJ	\$ 0.007790	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 4 (Urban Springfield)	ULOOJ	\$ 0.001280	None	None
	Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04
	Dark Fiber Cross Connect - Loop	UKCHX	\$ 3.37	\$ 68.58	\$ 68.58
	Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72
	Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72
	Dark Fiber - Loop Inquiry	NR9D7	None	\$ 91.92	\$ 91.92
	Dark Fiber - Sub Loop Inquiry	NR9DX	None	\$ 91.92	\$ 91.92
	Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11