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February 7, 2005

**VIA FEDERAL EXPRESS**

Secretary  
Missouri Public Service Commission  
Governor Office Building  
200 Madison Street  
Jefferson City, MO 65102

**FILED<sup>2</sup>**  
FEB 08 2005  
Missouri Public  
Service Commission

**Re: Amendment to Interconnection Agreement**

Dear Secretary:

Please find submitted herewith an original and six copies (5 + 1) of an Amendment to the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Z-Tel Communications. Please stamp and return the extra copy to us in the enclosed self addressed stamped envelope at your earliest convenience.

Please feel free to call on me if any problems arise or you have any questions. Thank you.

Sincerely,



Cliff Cooper  
Paralegal

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
Z-TEL COMMUNICATIONS, INC.**

**FILED<sup>2</sup>**  
FEB 08 2005  
Missouri Public  
Service Commission

This Amendment to the Interconnection Agreement (the "Amendment") is dated as of \_\_\_\_\_, 2005, by and between Southwestern Bell Telephone, L.P.<sup>1</sup> d/b/a SBC Missouri ("SBC Missouri") and Trinsic, Communications, Inc. (f/k/a Z-Tel Communications, Inc.), with its principal offices at 601 S. Harbour Island Blvd., Suite 220, Tampa, Florida, 33602 ("Trinsic, Communications, Inc.").

WHEREAS, SBC Missouri and Z-Tel Communications, Inc. ("Z-Tel Communications, Inc.") are the parties to that certain "Interconnection Agreement" dated as of November 22, 2002 (the "Agreement"); and

WHEREAS, Z-Tel Communications, Inc. has changed its name to "Trinsic, Communications, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Missouri and Trinsic, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Z-Tel Communications, Inc." to "Trinsic, Communications, Inc."
2. SBC Missouri shall reflect that name change from "Z-Tel Communications, Inc." to "Trinsic, Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Z-Tel Communications, Inc. SBC Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Trinsic, Communications, Inc. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Z-Tel Communications, Inc. with SBC Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Trinsic, Communications, Inc. shall operate with SBC Missouri under the "Trinsic, Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Trinsic, Communications, Inc., and labeling (including re-labeling) equipment and facilities with Trinsic, Communications, Inc.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes contained in a separate amendment to the Agreement, if any

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

"Other Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment or any Other Agreed Changes qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

In entering into this Amendment and carrying out the provisions herein, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or at equity or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

7. This Amendment shall be effective upon approval by the Missouri Public Service Commission.

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

Trinsic Communications, Inc.

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

By: [Signature]

By: [Signature]

Name: [Signature]  
(Print or Type)

Name: Kathy J. Wilkinson  
(Print or Type)

Title: VP-Industry Policy  
(Print or Type)

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

Date: 1-6-05

Date: 1-12-05

FACILITIES-BASED OCN # D326

ACNA ELZ