



allegiancetelecom,inc.

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April 29, 2003

VIA OVERNIGHT DELIVERY

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P. O. Box 360
Jefferson City, MO 65102-0360

RECEIVED³

APR 30 2003

*Records
Public Service Commission*

Re: Request for Approval of Amendment No. 4 to the Interconnection Agreement
Between Southwestern Bell Telephone Company and Allegiance Telecom of
Missouri, Inc.

Dear Mr. Roberts:

Enclosed for filing is the fourth Amendment to the Interconnection Agreement ("Agreement")
between Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Allegiance
Telecom of Missouri, Inc., filed with the Commission on February 24, 2003.

This Amendment modifies the Agreement with respect to the appropriate length of time a Party
may backbill the other Party and the procedure for the payment of disputes. The Amendment is
paginated 045 to 048.

The original and four copies of the Amendment are included. Please date stamp the extra copy
and return in the envelope provided. Thank you for your assistance.

Respectfully submitted,

Mary C. Albert
Vice President
Regulatory and Interconnection

Enclosure

cc: Office of the Public Counsel
SWBT Legal Department
Office of the Public Counsel
P.O. Box 7800
Jefferson City MO 65102-7800

General Counsel

Missouri Public Service Commission
P.O. Box 360
Jefferson City MO 65102-0360

Legal Department
Southwestern Bell
Telephone Company
One Bell Center, Room 3516
St. Louis, Missouri 63101

AMENDMENT NO. ____

TO THE INTERCONNECTION AGREEMENT

BETWEEN

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri

AND

Allegiance Telecom of Missouri, Inc.

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*Records
Public Service Commission*

THIS AMENDMENT NO. ____ ("Amendment"), dated January 1, 2003 ("Effective Date"), is by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri") and Allegiance Telecom of Missouri, Inc. ("Allegiance"). Allegiance and SBC Missouri may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, SBC Missouri and Allegiance are certificated local exchange carriers operating in Missouri ("State");

WHEREAS, SBC Missouri and Allegiance have entered into an Interconnection Agreement, effective February 24, 2003, as amended ("Agreement"), pursuant to Section 251(c) of the Telecommunications Act of 1996 which establishes, among other things, the rates, terms and conditions for interconnection of their respective networks for the exchange of local telecommunications traffic between the Parties respective networks; and

WHEREAS, the Parties have agreed to modify the Agreement with respect to the appropriate length of time a Party may backbill the other Party and the procedure for the payment of disputed amounts.

NOW THEREFORE, in consideration of the premises set forth above and the mutual terms and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Scope of Amendment. For the period from the Effective Date of this Amendment up through and including December 31, 2005, the Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement. During the period from the Effective Date of this Amendment up through and including December 31, 2005, this Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any

current ICA or future interconnection agreements described above will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

2. Backbilling. Notwithstanding anything contained herein to the contrary or under applicable law, neither Party shall bill the other Party for any charges that accrue or were incurred more than six (6) months prior to the date the billing Party first transmits a bill to the other Party for such unbilled charges and such billing Party waives any charges that are not billed within six (6) months of the date such charge occurs or is incurred.

3. Disputed amounts. Notwithstanding anything contained herein to the contrary or under applicable law, a Party shall be entitled to dispute only those charges for which the bill due date was within the immediately preceding twelve (12) months of the date on which such Party first received notice of such charges and a Party waives any right to dispute any charges that are not disputed by it within twelve (12) months of the date on which such Party first received a bill containing such charges. Such notice must be in writing and specify the amounts being disputed and the reasons for the dispute.

4. Except as specifically and expressly modified herein, all other terms and conditions of the underlying Agreement shall remain unchanged.

5. The term of this Amendment shall commence upon the Effective Date and shall expire on December 31, 2005.

6. 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 any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA Decision*"); the FCC's Triennial Review Order, adopted 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); 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), (the "*ISP Inter-carrier Compensation Order*") (rel. April 27, 2001), 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.

7. This underlying Agreement is the result of Allegiance'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 SBC Missouri and Allegiance

("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 "Other Agreed Changes") were made available to Allegiance only as a result of Allegiance's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission 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"). 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, if any.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Allegiance Telecom of Missouri, Inc.

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

By: Lawrence E. Strickling

By: Mike Auinbaub

Name: Lawrence E. Strickling
(Print or Type)

Name: Mike Auinbaub
(Print or Type)

Title: Sr. Vice President

Title: ^{For/} President – Industry Markets
(Print or Type)

Date: April 17, 2003

Date: APR 23 2003

AEEN/OCN # _____