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October 29, 2004

*RECEIVED*

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Public Service Commission*

Via Overnight Delivery

Mr. Dale Hardy Roberts  
Secretary - Chief Regulatory Law Judge  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, MO 65101

RE: Signature page for M2A agreement and amendments between AccuTel of Texas, Inc. and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri

Dear Mr. Roberts:

AccuTel of Texas, Inc. ("AccuTel") and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri have executed the standard M2A interconnection agreement as of October 28, 2004. Attached for filing with the Commission, please find one (1) original and five (5) copies of the signature page of that agreement.

In addition, AccuTel has executed two amendments to the agreement: a line sharing amendment and an amendment relating to the FCC's Interim Terminating Compensation Plan. One (1) original and six (6) copies of these amendments in their entirety are enclosed.

Please return one copy in the self-addressed stamped envelope enclosed.

If you have any questions or need additional information regarding this filing, please feel free to contact me.

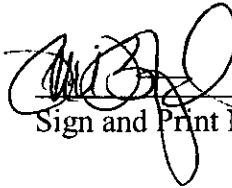
Very truly yours,

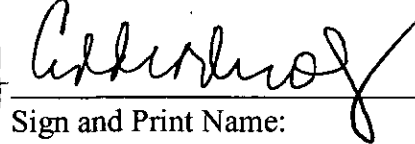
*Michelle Chuang*  
Michelle Chuang

enc

cc: Sharon Litke (w/ enc)

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

 PENI BARTFIELD  
Sign and Print Name: Date

 OCT 20 2004  
Sign and Print Name: Date

CFO  
Position/Title

**AccuTel of Texas, Inc.**

Eddie A. Reed, Jr.  
For/ Senior Vice President -  
Industry Markets & Diversified Businesses  
Position/Title

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

**AMENDMENT  
TO MISSOURI 271 INTERCONNECTION AGREEMENT ("M2A")  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
ACCUTEL OF TEXAS, INC.**

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Public Service Commission*

The M2A (the "M2A" or "Agreement" or "underlying Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri<sup>1</sup> ("SBC Missouri") and AccuTel of Texas, Inc. ("CLEC") is hereby amended as follows:

NOW THEREFORE the Parties agree to hereby amend the Agreement as follows:

- (1) The following provisions are hereby added under Section 3, titled "General Terms and Conditions Relating to the High Frequency Portion of the Loop" ("HFPL"), as a new Section 3.7, et seq., to the M2A Optional Line Sharing Amendment, Appendix to Attachment 25: xDSL – Interim Appendix HFPL:

**3.7 Availability of HFPL for Purposes of Line Sharing**

3.7.1 SBC Missouri shall make available to CLEC (or its successor or assign) the HFPL for purposes of line sharing in accordance with the following provisions:

3.7.1.1 **Grandfathered and New End-Users:** SBC Missouri will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC begins/began providing xDSL service to a particular end-user customer on or after October 2, 2003, and on or before the close of business December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC Missouri charged prior to October 2, 2003 and shall continue for Grandfathered End-Users until the earlier of: (1) CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, or (2) the FCC issues its Order in its Biennial Review Proceeding or any other relevant government action which modifies the FCC's HFPL grandfather clause established in its Triennial Review Order and as to New End-Users, the earlier of: (1) and (2) immediately above; or (3) October 2, 2006. To the extent that CLEC was serving Grandfathered End-Users over the HFPL prior to October 2, 2003 at an interim HFPL monthly recurring rate(s), that interim HFPL monthly recurring rate(s) would continue to apply to both CLEC's Grandfathered End-Users and New End-Users, subject to true-up upon the state commission's establishment of a non-interim HFPL monthly recurring rate(s). To the extent CLEC had a non-interim HFPL recurring rate(s) in effect with SBC Missouri prior to October 2, 2003, CLEC would continue to pay the negotiated HFPL monthly recurring rate(s) for both Grandfathered End-Users and New End-Users.

3.7.1.2 Beginning October 2, 2006, SBC Missouri shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting

<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, which is now doing business in Missouri as SBC Missouri.

arrangement, over a stand-alone xDSL Loop purchased from SBC Missouri, or through an alternate arrangement, if any, that the Parties may negotiate.

- (2) The interim HFPL monthly recurring rate of \$0.00 set forth in Section 10.1 of the M2A Optional Line Sharing Amendment, Appendix to Attachment 25: xDSL – Interim Appendix HFPL is hereby deleted and replaced with the HFPL monthly recurring rate(s) provided for hereinabove as to Grandfathered and New End-Users being served via the HFPL.
- (3) Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement. In addition, to the extent there are any conflicts between the HFPL/line sharing provisions set forth herein and any HFPL/line sharing provisions set forth in the underlying Agreement, including without limitation, the Appendix Pricing/Pricing Schedule, the HFPL/line sharing provisions set forth in this Amendment shall supersede and control, but only to the extent of any conflict. Except as otherwise provided herein, all other HFPL/line sharing rates, terms and conditions set forth in the underlying Agreement shall remain unchanged and shall continue to apply under the provisions set forth in the Agreement.
- (4) 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 pricing and language-related revisions to the line sharing provisions in the Agreement to conform them to applicable law ("Conforming Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for any voluntarily negotiated changes to terms and conditions contained in a separate amendment to the Agreement, if any "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 Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than any Agreed Changes (excluding any prices and pricing revisions) 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 any Agreed Changes, excluding any prices and pricing revisions, 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.
- (5) The Parties understand and agree that by way of this Amendment, the Parties are only conforming the line sharing-specific provisions in the underlying Agreement to the FCC's TRO and lawful and effective line sharing rules. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement and any other rights under the 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 (and any other rights under the Agreement), including, without limitation, the following actions, which the Parties have not yet 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), and the FCC's Biennial Review Proceeding; 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) and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). 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 Amendment, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, 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 required to the provisions. 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 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.

- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (7) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, signing by and through its duly authorized representative, and AccuTel of Texas, Inc., signing by and through its duly authorized representative.

AccuTel of Texas, Inc.

Signature: [Signature]

Name: PENI BARKFIELD  
(Print or Type)

Title: CEO  
(Print or Type)

Date: 10-28-04

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_

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

Signature: [Signature]

Name: Eddie A. Reed, Jr.

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

Date: OCT 20 2004