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May 5, 2004

RECEIVED<sup>2</sup>

MAY 10 2004

*Records  
Public Service Commission*

Missouri Public Service Commission  
Governor Office Bldg, 200 Madison Street  
P.O. Box 360  
Jefferson City, MO 65102-0360

RE: Western Communications, dba Logix Communications Amendment  
Amendment to Interconnection Agreement with SBC

Dear Sir/Madam:

Enclosed for filing are two amendments to the interconnection agreement between Western Communications, Inc., dba, Logix Communications and SBC.

These amendments address white pages and Operational Support Systems (OSS), respectfully.

Thank you for your consideration of the above and the attached. Any questions about this tariff should be directed to my attention at (512) 615-4135.

Very truly yours,

A handwritten signature in black ink, appearing to read "Howard J. Siegel", written over a horizontal line.

Howard J. Siegel  
Vice President of External and  
Regulatory Affairs

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
by and between  
SOUTHWESTERN BELL TELEPHONE, L. P. d/b/a SBC MISSOURI  
and  
WESTERN COMMUNICATIONS, INCORPORATED D/B/A LOGIX COMMUNICATIONS**

*RECEIVED<sup>2</sup>*

*MAY 10 2004*

*Records  
Public Service Commission*

The Interconnection Agreement, dated March 9, 2001 ("the Agreement") by and between Southwestern Bell Telephone, L.P.<sup>1</sup> d/b/a SBC Missouri ("SBC Missouri") and Western Communications, Incorporated d/b/a Logix Communications ("CLEC") is hereby amended as follows:

- (1) The parties agree to delete Sections 2.7, 2.8, 4.1-4.5 of the White Pages (WP) - Other Appendix and replace with the following:
  - 2.7 Each CLEC subscriber will receive one copy per primary End User listing of SWBT White Pages directory in the same manner and at the same time that they are delivered to SWBT's subscribers during the annual delivery of newly published directories.
    - 2.7.1 CLEC may request additional or secondary directories provided, at least sixty (60) days prior to the directory close, CLEC provides to SWBT written specification of the total number of directories that CLEC will require for delivery directly to CLEC. Once SWBT has delivered directories to CLEC, SWBT shall not be responsible for further delivery or disposition of said directories.
  - 2.8 CLEC may arrange additional directory and delivery services with the directory publishing affiliate pursuant to terms and conditions agreed to by the Parties.
  - 4.1 This Section Intentionally Left Blank.
  - 4.2 This Section Intentionally Left Blank.
  - 4.3 This Section Intentionally Left Blank.
  - 4.4 This Section Intentionally Left Blank.
  - 4.1 **SWBT** will deliver one copy per primary End User listing of **SWBT** White Pages, as described in Section 2.7 above, at no charge. **SWBT** has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's end users subsequent to the annual distribution of newly published directories.

<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 Texas as SBC Texas, in Arkansas as SBC Arkansas, in Kansas as SBC Kansas, in Missouri as SBC Missouri, and in Oklahoma as SBC Oklahoma.

4.1.1 The Rates for White Pages ordered by CLEC per section 2.7.1 and for informational pages ordered by CLEC per section 2.9 will be as Follows:

| <b>Directory White Pages<br/>Price Sheet</b> |                                                                  |  |                                                              |                                                                    |
|----------------------------------------------|------------------------------------------------------------------|--|--------------------------------------------------------------|--------------------------------------------------------------------|
| <b>Directory</b>                             | <b>Price Per<br/>Book Copy<br/>Delivered in<br/>Bulk to CLEC</b> |  | <b>Price Per Single<br/>Sided<br/>Informational<br/>Page</b> | <b>Price Per Book<br/>Copy Ordered<br/>After Initial<br/>Order</b> |
| Kansas City                                  | \$4.46                                                           |  | \$3,191.73                                                   | \$10.00                                                            |
| Springfield                                  | \$4.46                                                           |  | \$3,191.73                                                   | \$10.00                                                            |
| St. Louis                                    | \$4.46                                                           |  | \$3,191.73                                                   | \$10.00                                                            |
| Cape Girardeau                               | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Chillicothe                                  | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Excelsior Springs                            | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Fulton                                       | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Greater Jefferson<br>County                  | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Hannibal                                     | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Kennett                                      | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Kirksville                                   | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Lake of the Ozarks                           | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Marshall                                     | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Mexico                                       | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Moberly                                      | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Nevada                                       | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Perryville                                   | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Poplar Bluff                                 | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Sedalia                                      | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Sikeston                                     | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| St. Joseph                                   | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Tri-State                                    | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Washington                                   | \$1.29                                                           |  | \$168.09                                                     | \$10.00                                                            |
| Adrian                                       | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Boonville                                    | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Bowling Green                                | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Caruthersville                               | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Elsberry                                     | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Linn                                         | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Missouri's Parkland                          | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Monett                                       | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Portageville                                 | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |
| Stanberry                                    | \$1.26                                                           |  | \$75.59                                                      | \$10.00                                                            |

(2) All other terms and conditions of the Agreement remain unchanged.

- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) The Parties acknowledge and agree that the 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 incorporates certain pricing revisions into certain Appendices (referenced above) of the M2A. The Parties acknowledge and agree that: (i) all aspects of the underlying Agreement (except for any voluntarily negotiated changes 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 the Commission's March 6, 2001 Order; and (ii) that this Amendment addresses revisions to pricing terms in the Agreement; and (iii) therefore, no aspect of the Agreement or this Amendment (other than any Agreed Changes, if any) qualify for portability into Illinois under 220 ILCS 5/13-801(b) ("Illinois Law") or Condition 27 of the SBC/Ameritech 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 shall only be considered portable under the Illinois Law, Condition 27 or any other Law if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.

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 with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 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); the FCC's Triennial Review Order, adopted on February 20, 2003; 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/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). 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) This Amendment shall be filed with and subject to approval by the Missouri Public Service Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 30<sup>th</sup> day of July, 2003, by SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Western Communications, Incorporated d/b/a Logix Communications

By: \_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type)

Title: \_\_\_\_\_

(Print or Type)

Date: \_\_\_\_\_

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

ACNA \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type)

Title: \_\_\_\_\_

For/ President-Industry Markets

Date: \_\_\_\_\_