

AMENDMENT NO.
TO M2A INTERCONNECTION AGREEMENT- MISSOURI

by and between

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI

AND

CHARTER FIBERLINK-MISSOURI, LLC

The Missouri 271 Interconnection Agreement (M2A) ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("hereinafter SWBT") and Charter Fiberlink-Missouri, LLC ("CLEC") is hereby amended as follows:

(1) Appendix Pricing-UNE Schedule of Prices (dated 022801) is superceded and replaced by the attached revised Appendix Pricing-UNE Schedule of Prices, which is incorporated herein by this reference.

(2) Attachment 12: Compensation (dated 021601) is superceded and replaced by the attached revised Attachment 12: Compensation, which is incorporated herein by this reference.

(3) Attachment 25: xDSL (dated 021601) is superceded and replaced by the attached revised Attachment 25: xDSL, which is incorporated herein by this reference.

(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 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 Case No. TO-99-227; 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) 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 Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

(5) 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 (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 incorporated into this Agreement or which may be the subject of further government