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HARRY M. SNYDER‡

‡ADMITTED IN KENTUCKY ONLY

**NOT ADMITTED TO PRACTICE LAW

October 3, 2002

Via UPS Overnight Delivery

Dale Hardy Roberts
Secretary - Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison St., Ste. 100
Jefferson City, Missouri 65102
(573) 751-3234

RECEIVED⁶

OCT 04 2002

*Records
Public Service Commission*

Re: *Amendments to the M2A Interconnection Agreement between SWBT and The Pager Company d/b/a The Pager and Phone Company*

Dear Mr Roberts:

Please be advised that UNE Remand and Merger Conditions amendments to the existing Missouri 271 Agreement (M2A) have been executed between the above referenced parties. Enclosed please find a UNE Remand Amendment in its entirety and a Merger Conditions Amendment in its entirety. Original signature pages for these amendments were sent to you on October 1, 2002 and remain in your possession.

Please advise if any further notification is required.

Very truly yours,



Mark Foster

Enclosure

cc: Willena D. Hendley (via fax)
Dale R. Schmick (via fax)

Agnes Okotic
Manager-Contract Management

Four SBC Plaza
311 S. Akard, 8th Floor
Dallas, TX 75202-5398



September 13, 2002

Dale R. Schmick
Vice President / General Manager
The Pager Company d/b/a
The Pager & Phone Company
3030 E. Truman Road
Kansas City, MO 64127

RECEIVED⁶

OCT 04 2002

Records
Public Service Commission

Dear Mr. Schmick:

Enclosed is the proposed amendment between your company and Southwestern Bell Telephone Company for review and signature. This package contains the following:

1. Amendment to add Merger Conditions Appendix and Merger Promotion Template Appendix containing three signature pages;

Return all three original signed and dated signature pages to the following address within 30 days for proper execution:

Contract Processing
311 South Akard
9th Floor
Dallas, TX 75202

Please retain the paper copy of the amendment for your records. Additional paper copies will not be sent. After SBC executes, a fully executed signature page will be returned for your records. For the states of AR, MO, and OK, a fully executed signature page will be returned for each state so that you may file with the appropriate commission. In addition, there will be a fully executed signature page returned to you for your records.

Please be aware that SBC reserves the right to seek proposed deletions, additions or modifications to the provisions of this amendment including any appendices, schedules, and/or attachments to such amendment, at any time prior to execution of the final amendment by both parties.

Additional information outlined in Attachment A may be required to meet Regulatory requirements of each state commission. Please review these requirements and provide

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documents specific to the states in which your amendment will be filed. State certification status and number, if appropriate, is required to complete the filing process.

If you have not previously submitted your AECN/OCN and ACNA numbers, please provide with your executed signature pages. They are required for execution:

AECN/OCN _____ ACNA _____

If you have questions regarding the enclosed please contact Susan Kemp at 214/464-0540.

Sincerely,

Agnes Okotie
Manager-Contract Management

Attachments

ATTACHMENT A

Provide your certification number for the states in which you are certified to do business. If you are not certified but will be doing business, provide the application date for certification in each state.

State	Document(s) Required	Document provided by	Filed by
MO	None		Carrier

AMENDMENT

TO MISSOURI -M2A INTERCONNECTION AGREEMENT

by and between

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SOUTHWESTERN BELL TELEPHONE COMPANY**

AND

THE PAGER COMPANY D/B/A THE PAGER & PHONE COMPANY

The M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company ("SWBT") and The Pager Company d/b/a The Pager & Phone Company ("CLEC") is hereby amended as follows:

- (1) Addition of Appendix FCC Merger Conditions.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) 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 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 may qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) ("Paragraph 43") or any other applicable in-region MFN merger conditions or provisions. The Parties further acknowledge and agree that the Agreed Changes shall only be considered portable under Paragraph 43 or any other applicable in-region MFN merger conditions or provisions if they otherwise qualify for portability under that Paragraph or such other in-region MFN merger conditions or provisions.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby

incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

APPENDIX MERGER CONDITIONS

TABLE OF CONTENTS

1. MERGER CONDITIONS	3
2. DEFINED TERMS; DATES OF REFERENCE	4
3. DISCOUNTED SURROGATE LINE SHARING CHARGES	4
4. OSS: CHANGE MANAGEMENT PROCESS	4
5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES	4
6. ADVANCED SERVICES OSS DISCOUNTS.....	5
7. INTENTIONALLY LEFT BLANK.....	5
8. PROMOTIONAL DISCOUNTS ON RESALE	5
9. INTENTIONALLY LEFT BLANK.....	6
10. INTENTIONALLY LEFT BLANK.....	6
11. ALTERNATE DISPUTE RESOLUTION.....	6
12. CONFLICTING CONDITIONS	6
13. SUSPENSION OF CONDITIONS	7
14. INTENTIONALLY LEFT BLANK.....	7
15. INTENTIONALLY LEFT BLANK.....	7

APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only SBC-13STATE is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company¹, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 As used herein, SBC-AMERITECH means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.2 As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 SBC-13STATE will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date SBC-13STATE obligations cease under the FCC Merger Conditions.

¹ 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, doing business as Southwestern Bell Telephone Company ("SWBT").

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

- 3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, SBC-13STATE and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the SBC-13STATE Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that SBC-13STATE and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC-13STATE will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC-13STATE charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE also hereby eliminates in the SBC-13STATE Service Area, on a

going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit SBC-13STATE's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 Effective November 11, 2001, this discount is no longer available in SBC-12STATE (Pacific Bell, Nevada Bell, Southwestern Bell, and Ameritech).
- 6.2 SNET will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.
- 6.3 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, SNET's provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless SNET receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by SNET then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate SNET product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

7. INTENTIONALLY LEFT BLANK.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 SBC-13STATE will provide CLEC promotional resale discounts on telecommunications services that SBC-13STATE provides at retail to subscribers

who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. INTENTIONALLY LEFT BLANK.

10. INTENTIONALLY LEFT BLANK.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against SBC-13STATE, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC-13STATE after the date of such termination or order or finding. Thereafter, SBC-13STATE's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. INTENTIONALLY LEFT BLANK.**15. INTENTIONALLY LEFT BLANK.**

Missouri Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Urban	U21		\$11.00	See NRC rate below USOC NRBMA	See NRC rate below USOC NRBMA
Zone 2 - Suburban	U21		\$15.00	See NRC rate below USOC NRBMA	See NRC rate below USOC NRBMA
Zone 3 - Rural	U21		\$13.25	See NRC rate below USOC NRBMA	See NRC rate below USOC NRBMA
Zone 4	U21		\$9.20	See NRC rate below USOC NRBMA	See NRC rate below USOC NRBMA
2-Wire Analog Promotion	NRBMA		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Service Order Promotion - Manual	NRBAY		NA	\$0.00	NA
Service Order Promotion - Electronic	NRBAW		NA	\$5.00	NA
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Missouri Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 2 - Suburban	2SLAX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLAX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLAX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology				
Zone 1 - Urban	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Zone 1 - Urban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Missouri Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Zone 1 - Urban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology				
Zone 1 - Urban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology				
Zone 1 - Urban	U2F	\$4.77	\$9.78	\$4.16
Zone 2 - Suburban	U2F	\$7.77	\$9.78	\$4.16

Missouri Merger Commitment Amendments


MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 3 - Rural	U2F	\$12.48	\$9.78	\$4.16
Zone 4	U2F	\$6.84	\$9.78	\$4.16
PSD#6 2-Wire Very High-band Capable				
Zone 1 - Urban	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology				
Zone 1 - Urban	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion				

Missouri Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Network Component	R2RLP	NA	\$29.55	\$16.90
Analog Line Port				
Zone 1 - Urban	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Zone 1 - Urban	RB9	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RB9	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RB9	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RB9	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18 day of Sept, 2002, by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**The Pager Company d/b/a
The d/b/a Pager & Phone Company**


By: 

Title: Vice President/Gen'l Mgr

Name: Dale R. Schnitz
(Print or Type)

Date: 9/18/02

**Southwestern Bell Telephone, L.P.,
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: 

Title: President - Industry Markets

Name: Mike Auinbaugh
(Print or Type)

Date: SEP 25 2002

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 24 day of Sept, 2002, by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**The Pager Company d/b/a The
Pager & Phone Company**

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

By: [Signature]

Title: VP President / General Manager

Name: Dale R. Schuch
(Print or Type)

Date: 9/18/02

By: [Signature]

Title: President - Industry Markets

Name: Willena Hendley
(Print or Type)

Date: SEP 24 2002