



allegiancetelecom, inc.

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April 1, 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 02 2003

*Records
Public Service Commission*

Re: Request for Approval of Amendments No. 1, No. 2, and No.3 to the
Interconnection Agreement Between Southwestern Bell Telephone Company
and Allegiance Telecom of Missouri, Inc.

Dear Mr. Roberts:

Enclosed for filing is first, second, and third Amendments 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 22, 2003.

Amendment No. 1 incorporates amendments to the Agreement relating to reciprocal compensation, interconnection and trunking terms. The Amendment is paginated 001-014.

Amendment No. 2 amends the Agreement to incorporate the revised Merger conditions language. The Amendment is paginated 015-023.

Amendment No. 3 incorporates amendments to the Agreement relating to Unbundled Network Elements. The Amendment is paginated 024-044.

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

Sincerely,

Mary C. Albert
Vice President
Regulatory and Interconnection

Enclosure

cc: Office of the Public Counsel
SWBT Legal Department

RECEIVED³

**13 STATE AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, APR 02 2003
INTERCONNECTION AND TRUNKING TERMS**

*Records
Public Service Commission*

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") and Allegiance Telecom Inc., a Delaware corporation with its principal place of business located at 9201 North Central Expressway, Dallas, Texas 75231, and all Allegiance affiliates and subsidiaries who are or may become Competitive Local Exchange Carriers in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through May 31, 2004, including but not limited to Allegiance Telecom of Texas, Inc.; Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc.; Allegiance Telecom of Michigan, Inc.; Allegiance Telecom of Indiana, Inc.; Allegiance Telecom of Ohio, Inc.; Allegiance Telecom of Oklahoma, Inc.; Allegiance Telecom of Nevada, Inc.; Allegiance Telecom of Wisconsin, Inc.; Allegiance Telecom of Missouri, Inc., Coast to Coast Telecommunications, Inc. and InterAccess Telecommunications Co. (collectively, including the corporate parent, hereafter referred to as "CLEC"). ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through May 31, 2004.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any

001

future interconnection agreement between the Parties through May 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through May 31, 2004, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than May 31, 2004, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through May 31, 2004. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission (PUC) approval than the negotiated Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Amendment, the Parties agree that the rates, terms and conditions of the Amendment will, upon state PUC approval of the Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or September 1, 2001, whichever is later, so that the Rate Schedule will apply uninterrupted from September 1, 2001 through May 31, 2004.

2. During the term of this Amendment period, September 1, 2001 through May 31, 2004, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. CLEC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection (POIs) or trunking requirements that are subject to this Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by ILECs or their Affiliates across the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which ILEC(s) or its Affiliates have agreed. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. During the period September 1, 2001 through May 31, 2004, and except as stated in this Section 2, the Parties waive any rights they may have under the Intervening/Change of Law provisions of the ICAs or interconnection agreements with respect to any reciprocal compensation or compensable traffic (as defined herein), POIs or trunking requirements that are subject to this Amendment. The Parties specifically acknowledge their awareness of various pending regulatory actions which may affect the nature of reciprocal compensation and treatment of internet service provider (ISP) traffic and other compensable traffic for compensation purposes. Each Party specifically acknowledges that this Amendment is intended to be a binding agreement, without regard to the standards set forth in subsections (b)

and (c) of Section 251, made pursuant to Section 252 (a)(1) of the Act, and each Party further acknowledges that this Amendment is intended to and shall remain unaffected by and survive whatever regulatory, legislative or judicial results or orders, including, without limitation, the Federal Communications Commission's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001), may occur during its term regarding such compensation. In consideration of the additional covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties covenant not to sue or arbitrate to enforce or interpret any subsequent rulings of any regulatory, legislative or judicial body against a Party to this Amendment in contravention of the terms and conditions herein, during its term.. The Parties agree, however that the provisions of this Section 3. do not apply to state PUC required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed as a result of state PUC action, either Party may exercise the right to renegotiate the number and location of POIs required under this Amendment.

4. POI Requirements:

- 4.1. In order to qualify for receipt of the reciprocal compensation at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4. through 6. of this Amendment.
- 4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4. through 6. of this Amendment.
- 4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).
 - 4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the

appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.

4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.

4.4. When establishing a POI required under Section 4. of this Amendment, the Parties agree:

4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or

4.4.5. CLEC may purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or

4.4.6. CLEC may utilize the transport facilities from a third party; or

4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.

4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.

4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.

4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.

4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.

4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to

be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

- 4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.8 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
- 4.9. CLEC will have a transition period of six months from the Effective Date of this Amendment to establish the new POIs required by Section 4. and achieve the Direct End Office Trunk (DEOT) criteria identified in Section 7. below, unless the Parties otherwise agree to a different date. At the end of this six month transition period, if CLEC has not established a physical POI or achieved the DEOT criteria, CLEC shall not be entitled to receive reciprocal compensation for calls from that local calling area. During this six month transition period, CLEC will not be subject to the charges for the facilities described in Section 4.8.
5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.
6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
 - 7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the

DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will, CLEC be penalized for non-compliance with the POI and DEOT criteria during the six (6) month transition period in Section 4.9, or any time thereafter, if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the SBC-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within

10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic:**

- 13.1. Intercarrier traffic includes local and transited traffic, intraLATA toll and optional Extended Area Service (EAS) traffic (where applicable) as well as traffic that originates on the network of one Party and connects to an Internet Service Provider (ISP) on the other Party's network.
- 13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.
- 13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.
- 13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.
- 13.5. Compensation for SWBT-transited minutes of use (MOU) will be governed by the ICAs and interconnection agreement.

14. **Total Compensable Local Traffic for Purposes of This Amendment:**

- 14.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to ISPs to determine Total Compensable Local Traffic and the balance of traffic between the Parties.
- 14.2 IntraLATA toll and transited MOU will be excluded from these calculations.
 - 14.2.1. Subject to applicable confidentiality guidelines, ILEC and CLEC will cooperate to identify transiting traffic; originators of such transiting

traffic; and information useful for settlement purposes with such transit traffic originators.

14.2.2. ILEC and CLEC agree to explore additional options for management and accounting of transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

14.2.3. The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

15. Rate Structure and Rate Levels:

15.1. The compensation structure and rates set forth in Exhibit A, hereto, shall be effective September 1, 2001 through May 31, 2003, and shall apply symmetrically for traffic terminated on either Party's network.

15.2. Treatment of In-Balance traffic:

15.2.1. Compensable Local Traffic volume each month below a terminating/originating ratio of 3:1 will be compensated at an In Balance Traffic blended rate as specified in Exhibit A, hereto.

15.3. Treatment of Out-of-Balance traffic:

15.3.1. Compensable Local Traffic volume each month exceeding a terminating/originating ratio of 3:1 is considered Out of Balance traffic and will be compensated at an Out of Balance Traffic blended rate as specified in Exhibit A, hereto.

15.4. Beginning June 1, 2003, and running through May 31, 2004, the compensation structure and rates set forth in Exhibit A, shall continue to apply symmetrically for traffic terminated on either Party's network, but the distinction between In-Balance and Out-of-Balance traffic shall not apply. During the period June 1, 2003 through May 31, 2004, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per MOU, regardless of the balance of traffic between the networks.

16. Reservation of Rights:

16.1. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under the Dispute Resolution provisions of this ICA or any future interconnection agreements between the Parties through May 31, 2004. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP

traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

- 16.2. The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
 - 16.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
 - 16.4. Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
17. **Additional Terms and Conditions:**
- 17.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the

course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

- 17.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 17.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through May 31, 2004, and shall be interpreted solely in accordance with its own terms.
- 17.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 17.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 17.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties (the Effective Date) upon the final signature date below.

Allegiance Telecom, Inc.
Allegiance Telecom of Illinois, Inc.
Allegiance Telecom of California, Inc.
Allegiance Telecom of Texas, Inc.
Allegiance Telecom of Wisconsin, Inc.
Allegiance Telecom of Michigan, Inc.
Allegiance Telecom of Ohio, Inc.
Allegiance Telecom of Missouri, Inc.
Allegiance Telecom of Nevada, Inc.
Allegiance Telecom of Oklahoma, Inc.
Allegiance Telecom of Indiana, Inc.
InterAccess Telecommunications Co.

Illinois Bell Telephone Company,
Indiana Bell Telephone Company
Incorporated d/b/a Ameritech Indiana,
Michigan Bell Telephone Company d/b/a
Ameritech Michigan,
The Ohio Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin,
Nevada Bell Telephone Company d/b/a
SBC Nevada Bell Telephone Company,
Pacific Bell Telephone Company d/b/a
SBC Pacific Bell Telephone Company,
The Southern New England Telephone
Company, and Southwestern Bell
Telephone L.P. d/b/a Southwestern Bell
Telephone Company,
by SBC Telecommunications, Inc., its
authorized agent

Signature: Mary C. Albert

Name: Mary C. Albert
(Print or Type)

Title: Vice President - Regulatory and
(Print or Type) Interconnection

Date: 3/1/03

Signature: Christy Gehlbach

Name: Christy Gehlbach
(Print or Type)

Title: for/President - Industry Markets

Date: 3-19 -03

(ADDITIONAL SIGNATURE ON FOLLOWING PAGE)

Coast to Coast Telecommunications, Inc.

Signature: Mary C. Albert

Name: Mary C. Albert
(Print or Type)

Title: Vice President - Regulatory and
(Print or Type) Interconnection

Date: 3/7/03

<u>Operating Company</u>	<u>OCN</u>
Allegiance Telecom of Illinois, Inc.	8950
Allegiance Telecom of California, Inc.	8782
Allegiance Telecom of Texas, Inc.	8413
Allegiance Telecom of Wisconsin, Inc.	3323
Allegiance Telecom of Michigan, Inc.	4347
Allegiance Telecom of Ohio, Inc.	3586
Allegiance Telecom of Missouri, Inc.	3049
Allegiance Telecom of Nevada, Inc.	
Allegiance Telecom of Oklahoma, Inc.	5601
Allegiance Telecom of Indiana, Inc.	2425
InterAccess Telecommunications	4019
Coast to Coast Telecommunications, Inc.	4828

ATTACHMENT: RATE SCHEDULE

SBC / Allegiance Telecom Rates - In Balance Traffic (9/01/01 - 5/31/03)												
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA NV
End Office Served	0.001700	0.001004	0.003746	0.004097	0.004241	0.003815	0.002019	0.001988	0.001843	0.002861	0.004358	SEE BELOW
Tandem Served	0.002465	0.001461	0.005175	0.004556	0.005273	0.004697	0.003824	0.003851	0.002824	0.005347	0.006508	
Blended	0.00193	0.0011411	0.0041747	0.0042347	0.0045506	0.00408	0.002561	0.0025469	0.0021373	0.0036068	0.005003	
SBC / Allegiance Telecom Rates - Out of Balance Traffic (9/01/01 - 5/31/03)												
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA NV
Year 1 (9/1/01 - 5/31/02)	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001
Year 2 (6/1/02 - 5/31/03)	0.000794	0.000262	0.001072	0.000307	0.000704	0.00066	0.001805	0.001514	0.000789	0.000956	0.001665	0.00067 0.001261
SBC / Allegiance Telecom Rates - All Traffic (6/01/03 - 5/31/04)												
Year 3 - (6/01/03 - 5/31/04)	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA NV
(Regardless of Traffic Balance)	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005

California (in balance)												
	Set Up	0.007										
	Duration	0.00187										
End Office:	Duration	0.0041										
Tandem Served:	Duration	0.002539										
Blended:	Duration											
Nevada (in balance)												
	Set Up	0.00311										
	Duration	0.002506										
End Office:	Duration	0.00409										
Tandem Served:	Duration	0.0029812										
Blended:	Duration											

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Records
Public Service Commission

AMENDMENT NO. 3

TO THE

INTERCONNECTION AGREEMENT – MISSOURI

EFFECTIVE February 22, 2003

BETWEEN

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

AND

ALLEGIANCE TELECOM OF MISSOURI, INC.

This Amendment to the Interconnection Agreement – Missouri is entered into this 19th day of March, 2003 between, SOUTHWESTERN BELL TELEPHONE, L. P. d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY ("SWBT"), a Texas Limited Partnership, having an office at 530 McCullough, San Antonio, Texas 78215, and ALLEGIANCE TELECOM OF MISSOURI, INC. ("CLEC"), a Delaware corporation, having an office at 9201 North Central Expressway, Dallas, Texas 75231, (collectively, "the Parties").

WHEREAS the Parties on February 22, 2003 entered into the Interconnection Agreement – Missouri approved by an Order of the Missouri Public Service Commission in Case No. TO-99-227 ("the Agreement"); and

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the FCC published in the Federal Register its Third Report and Order in Docket No. 96-98 on January 18, 2000, as amended by Supplemental Order released November 24, 1999 in the same proceeding ("UNE Remand Order"); and

WHEREAS, although the Parties acknowledge that the Agreement was already, in many ways, consistent with the UNE Remand Order when it became effective, they wish to amend the Agreement to incorporate certain additional holdings of the UNE Remand Order by amending the following sections as indicated. All other sections remain unchanged;¹

¹ Additions are indicated by boldface type; deletions by strikethrough.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

Attachment 6: Unbundled Network Elements (Section 3) is amended as follows:

3.0 Network Interface Device

- 3.1 The Network Interface Device (NID) ~~is unbundled network element~~ is defined as any means of interconnection of end-user customer premises wiring to SWBT's distribution loop facilities, such as a cross connect device used for that purpose ~~a cross connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer.~~ The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. Pursuant to applicable FCC rules, SWBT offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.
- 3.2 CLEC personnel may connect CLEC loop facilities to the customer's premises wiring ~~inside wire at through~~ the SWBT NID, as is, at no charge, ~~or at any other technically feasible point.~~ Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

Attachment 6: Unbundled Network Elements (Section 4) is amended as follows:

4.0 Local Loop

- 4.1 Definition: Pursuant to applicable FCC rules, ~~a~~ ~~A~~ "loop" ~~local loop unbundled network element~~ is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and the loop demarcation point at an end user customer premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to customer premises wiring, provided such wire is owned and controlled by SWBT. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not

limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.

- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.45. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
- 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.2.5 **The DS3 Loop provides a digital, 45 Mbps circuit from the SWBT central office to the customer's end user location. Pursuant to the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, whether or not entrance facilities are self-provided or obtained from third parties, unless they are used to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. The "significant amount of local exchange service, in addition to exchange service, to a particular customer" must be properly quantified and certified to SWBT pursuant to the FCC's Supplemental Order and to SWBT's established implementation plans and procedures set forth on the CLEC website.**
- 4.2.56 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with

access to UNEs for providing advanced services in accordance with the terms of Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11; *supra*).

- 4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, ~~including, without limitation, loops capable of carrying DS3 signals,~~ pursuant to the Special Request process. The availability of a loop type, ~~e.g., DS3 loop,~~ through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement, ~~e.g., DS3 Entrance Facility.~~

4.6 Subloop Elements

SWBT will provide subloop elements as unbundled network elements in the following manner.

~~4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element.~~

~~4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Distribution".~~

~~4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4 wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit evocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty four (24) month period, lease~~

~~more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, bays, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.~~

~~4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber" under the heading "Subloop - Feeder".~~

~~4.6.2.2 When CLEC purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "DS1 4-Wire Copper" under the heading "Subloop - Feeder".~~

~~4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the Special Request Process.~~

4.6.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible points on the loop. An accessible point on the loop is where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

4.6.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
--------------	------------

1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device or other point of demarcation
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device or other point of demarcation
9. Terminal	Network Interface Device or other point of demarcation
10. Stand Alone NID	Not applicable

4.6.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish collocation and/or the necessary sub-loop interconnection arrangement(s) to interconnect to the sub-loop. Prior to ordering a sub-loop, CLEC will submit a request for information on sub-loop availability. Appropriate prices for processing the inquiry as well as appropriate prices for the engineering and other associated services performed will apply. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLECs only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

4.6.4 Sub-loop are provided "as is" unless CLEC requests loop conditioning on xDSL Compatible Sub-loops for the purpose of offering advanced services. xDSL Compatible Sub-loop Conditioning will be provided at the rates, terms, and conditions set out in Appendix 25-xDSL.

- 4.6.5** Notwithstanding any provision in the Agreement, Sub-loops are not available for combination by SWBT with any Unbundled Network Elements or service.
- 4.6.6** The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the SBC switch will be lost.
- 4.6.7** The sub-loop offering will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire digital sub-loops, two-wire and four-wire DSL Compatible Sub-Loop, two-wire Digital (ISDN) Compatible Sub-Loop, four-wire DS1 Compatible Sub-Loop and DS3 Compatible Sub-Loops similar to the existing unbundled loop product offering. Consistent with paragraph 14.5 of Attachment 6, the sub-loop unbundled network elements will be provided at cost based prices. Said prices will be provided by SWBT in writing to CLEC as soon as possible, but in any event within 30 days of CLEC's request. CLEC will advise SWBT within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 45 days of SWBT's provision of the prices to CLEC, either Party may file with the Missouri Public Service Commission requesting a determination of the appropriate cost based pricing. Any determination by Missouri Public Service Commission on the appropriate price will be applied retroactively to the sooner of the effective date of this Amendment or the first provision of a sub-loop to CLEC.
- 4.6.8** Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SWBT's processes implementing the Supplemental Order. Such sub-loops shall terminate only in collocation arrangements.

Attachment 6: Unbundled Network Elements (Section 5):

Add the following new section:

5.4 Unbundled Local Switching

5.4.1 Upon not less than sixty (60) days' written notice to CLEC, SWBT may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each, an "Exception Territory") with respect to which SWBT can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SWBT has satisfied each of the following conditions:

- (a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SWBT offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- (b) In the Exception Territory where SWBT elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order. In the Exception Territory, SWBT would offer the EEL. If SWBT elects to offer the EEL, the EEL will be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. SWBT may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

5.4.2 In determining whether SWBT may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that SWBT provides to CLEC through pre-ordering process.

5.4.3 Nothing in this Section 5.4 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services, or serving arrangements to provide additional services to an End-User customer account with respect to which SWBT may exercise its rights under this Section.

5.5 Packet Switching

5.5.1 SWBT will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

- 5.5.1.1 SWBT has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);**
- 5.5.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;**
- 5.5.1.3 SWBT has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and**
- 5.5.1.4 SWBT has deployed packet switching capability for its own use.**

Attachment 6: Unbundled Network Elements (Section 8):

8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity. ~~CLEC may request other interface options pursuant to the Special Request process.~~ Higher speeds (e.g. OC192) will be made available to CLEC as deployed in SWBT wire centers.

Attachment 6: Unbundled Network Elements (Section 9.7) is amended as follows:

9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking ~~either an SWBT AIN feature or~~ an CLEC developed AIN feature as per previous section.

Attachment 6: Unbundled Network Elements (Section 14) is amended as follows:

14.9 SWBT will reconfigure existing qualifying special access services terminating at a collocation arrangement to combinations of unbundled loop and transport but only in accordance with the requirements of the FTA, applicable FCC rules and the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket

No. 96-98 (FCC 99-370). SWBT's processes to do so in accordance with those requirements are set forth on the SBC CLEC web site.

Attachment 25: xDSL (Section 5) is amended as follows:

5.7 OSS: LOOP MAKE-UP INFORMATION AND ORDERING – HFPL

5.7.1 General: SWBT will provide CLEC with nondiscriminatory access to the same loop make-up information that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate and as set forth in SWBT's Advanced Plan of Record filed December 7, 1999 as amended from time to time. Pending implementation of SWBT's Advanced Service Plan of Record, loop make-up data will be provided as set forth below.

5.7.2 Loop Pre-Qualification: Subject to 5.7.1 above, SWBT's pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 5.7.1, SWBT will provide mechanized access to a loop length indicator via Verigate and DataGate. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to CLEC and is available at no charge.

5.7.3 Loop Qualification: Subject to 5.7.1 above, SWBT will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:

5.7.3.1 For loops ordered under 12,000 feet in length, SWBT will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.

5.7.3.2 If a CLEC elects to have SWBT provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SWBT's affiliate, whichever is less.

5.7.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SWBT perform conditioning at charges set forth in Section 9.0 of this Attachment. CLEC may

order the loop without conditioning or with partial conditioning if desired.

5.7.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, SWBT is not required to condition the loop. However, should SWBT refuse CLEC's request to condition a loop, SWBT will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

5.7.4 Electronic access to loop makeup data through OSS enhancements described in 5.7.1 above will return information in all fields described in the Plan of Record where information is contained in SWBT's electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

IT IS FURTHER AGREED THAT:

SWBT shall be obligated to provide UNEs under this Amendment commencing on the date provision of such UNEs is legally mandatory (including consideration of stays, if any, of the UNE Remand Order and the varying periods of effectiveness -- 30 days or 120 days, as the case may be, applicable to a particular UNE). Should the UNE Remand Order be reversed or modified on rehearing, appeal or otherwise, to modify the nature of the UNEs required to be provided by SWBT pursuant to this Amendment, the provisions of Section 18.2 of this Agreement shall apply. By executing this and by providing or not providing certain UNEs and UNE combinations to the extent provided for under this Amendment, and notwithstanding any language to the contrary in the Agreement, neither Party waives any of its rights, remedies or arguments with respect to the UNE Remand Order, including its right to seek legal review (including a stay) of the UNE Remand Order or modifications of this Agreement. SWBT's obligation to provide UNEs pursuant to this Amendment is subject to the provisions of the Act, including but not limited to, Sections 251(c)(3) and 251(d) of the Act, and legally binding interpretations thereof.

This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of March, 2003, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Allegiance Telecom of Missouri, Inc.

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

By: Mary Albert

By: Christy Gehlbach

Title: Vice President Regulatory and
Interconnection

Title: President – Industry Markets

Name: Mary C. Albert
(Print or Type)

Name: Christy Gehlbach
(Print or Type)

Date: 3/7/03

Date: 3-19-03

AECN/OCN # 3049

SOUTHWESTERN BELL TELEPHONE COMPANY /
ALLEGIANTELECOM OF MISSOURI, INC. /
MISSOURI

UNE REMAND AMENDMENT

Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
UNBUNDLED NETWORK ELEMENTS					
	DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03
	DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03
	DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03
	DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03
	OC3/3c Loop Zone 1 (Urban STL, KS)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38
	OC3/3c Loop Zone 2 (Suburban)	U6LTX	\$ 937.69	\$ 747.31	\$ 335.38
	OC3/3c Loop Zone 3 (Rural)	U6LTX	\$ 893.42	\$ 747.31	\$ 335.38
	OC3/3c Loop Zone 4 (Urban Springfield)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 1 (Urban STL, KS)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 2 (Suburban)	U6LUX	\$ 2,900.16	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 3 (Rural)	U6LUX	\$ 2,957.73	\$ 747.31	\$ 335.38
	OC12/12c Loop Zone 4 (Urban Springfield)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 1 (Urban STL, KS)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 2 (Suburban)	U6LVX	\$ 10,052.83	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 3 (Rural)	U6LVX	\$ 10,826.43	\$ 747.31	\$ 335.38
	OC48/48c Loop Zone 4 (Urban Springfield)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38
Loop Cross Connect	DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14
Sub-loop Unbundling	MDF to ECS Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAM	\$ 13.76	None	None
	MDF to ECS Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAM	\$ 11.24	None	None
	MDF to ECS Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAM	\$ 12.29	None	None
	MDF to ECS Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAM	\$ 10.83	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAN	\$ 10.10	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAN	\$ 9.47	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAN	\$ 10.23	None	None
	MDF to SAI/ Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAN	\$ 10.01	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAO	\$ 14.29	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAO	\$ 18.85	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAO	\$ 22.85	None	None
	MDF to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAO	\$ 17.65	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None
	ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY /
ALLEGIANCE TELECOM OF MISSOURI, INC. /
MISSOURI

UNE REMAND AMENDMENT

Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAQ	\$ 6.02	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None
	ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None
	ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None
	ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None
	ECS to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None
	ECS to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAS	\$ 4.73	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None
	SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None
	SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAU	\$ 8.07	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None
	Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEM	\$ 33.74	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEM	\$ 31.05	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEM	\$ 32.37	None	None
	MDF to ECS Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEM	\$ 30.53	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	MDF to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEN	\$ 23.17	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEN	\$ 24.12	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEN	\$ 24.68	None	None
	MDF to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEN	\$ 26.10	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEO	\$ 31.56	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEO	\$ 42.69	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEO	\$ 49.82	None	None
	MDF to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEO	\$ 41.19	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None
	ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None
	ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEQ	\$ 12.04	None	None
	ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None
	ECS to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None
	ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None
	ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LES	\$ 9.46	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None
	SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None
	SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 1 (STL, KC)	U6LCM	\$ 7.64	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCM	\$ 12.02	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 3 (Rural)	U6LCM	\$ 12.78	None	None
	MDF to ECS subloop charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCM	\$ 13.60	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCN	\$ 8.27	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCN	\$ 12.63	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCN	\$ 13.45	None	None
	MDF to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCN	\$ 14.21	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCO	\$ 12.47	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCO	\$ 22.01	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCO	\$ 26.07	None	None
	MDF to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCO	\$ 21.85	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None
	ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None
	ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	ECS to NID Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None
	ECS to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None
	ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None
	ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None
	SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None
	SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None
	SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None
	SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None
	SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None
	Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGM	\$ 15.27	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGM	\$ 24.05	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 3 (Rural)	U6LGM	\$ 25.56	None	None
	MDF to ECS subloop charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGM	\$ 27.19	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGN	\$ 16.54	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGN	\$ 25.27	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGN	\$ 26.91	None	None
	MDF to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGN	\$ 28.43	None	None
	MDF to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGO	\$ 24.93	None	None
	MDF to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGO	\$ 44.03	None	None
	MDF to Terminal Subloop Charge 4 Wire DSL Zone 3 (Rural)	U6LGO	\$ 52.14	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	MDF to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGO	\$ 43.71	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None
	ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None
	ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None
	ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None
	SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None
	SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None
	Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBM	\$ 29.08	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBM	\$ 25.19	None	None
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Rural)	U6LBM	\$ 27.11	None	None

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	MDF to ECS Subloop Charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBM	\$ 24.39	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBN	\$ 17.42	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 2 (Suburban)	U6LBN	\$ 17.90	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBN	\$ 18.24	None	None
	MDF to SAI subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBN	\$ 19.31	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBO	\$ 21.62	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 2 (Suburban)	U6LBO	\$ 27.28	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBO	\$ 30.86	None	None
	MDF to Terminal subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBO	\$ 26.95	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Urban STL, KC)	U6L1M	\$ 108.41	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	U6L1M	\$ 111.22	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Rural)	U6L1M	\$ 115.31	None	None
	MDF to RT Subloop Charge 2-Wire DS1 Zone 4 (Urban Springfield)	U6L1M	\$ 108.71	None	None
	MDF to RT Subloop Charge-DS3 Zone 1 (Urban STL, KC)	U6L3M	\$ 742.14	None	None
	MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	U6L3M	\$ 986.90	None	None
	MDF to RT Subloop Charge-DS3 Zone 3 (Rural)	U6L3M	\$ 1,090.86	None	None
	MDF to RT Subloop Charge-DS3 Zone 4 (Urban Springfield)	U6L3M	\$ 805.08	None	None
Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 324.78	\$ 124.32
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25
	Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 326.26	\$ 125.80
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73
	Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 324.78	\$ 124.32
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25
	Subloop Cross Connect 4-Wire DSL Central Office Originating	UKCY4	None	\$ 326.26	\$ 125.80
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73
	Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 367.17	\$ 138.91
	Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 641.81	\$ 262.67
	Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 1,164.60	\$ 568.19

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Service	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68
	Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	\$ 0.001250	None	None
	Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None
	Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None
	Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None
	Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 22.23	\$ 599.33	\$ 599.33
	Dark Fiber Loop - CO to Customer, per foot Zone 1 (Urban STL, KS)	ULOWG	\$ 0.001250	None	None
	Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.004020	None	None
	Dark Fiber Loop - CO to Customer, per foot Zone 3 (Rural)	ULOWG	\$ 0.007790	None	None
	Dark Fiber Loop - CO to Customer, per foot Zone 4 (Urban Springfield)	ULOWG	\$ 0.001280	None	None
	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	UL1YX	\$ 22.23	\$ 599.33	\$ 599.33
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1 (Urban STL, KS)	ULOYG	\$ 0.001250	None	None
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2 (Suburban)	ULOYG	\$ 0.004020	None	None
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Rural)	ULOYG	\$ 0.007790	None	None
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 4 (Urban Springfield)	ULOYG	\$ 0.001280	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	UL10X	\$ 22.23	\$ 562.13	\$ 562.13
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Urban STL, KS)	ULOOJ	\$ 0.001250	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	ULOOJ	\$ 0.004020	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Rural)	ULOOJ	\$ 0.007790	None	None
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 4 (Urban Springfield)	ULOOJ	\$ 0.001280	None	None
	Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04
	Dark Fiber Cross Connect - Loop	UKCHX	\$ 3.37	\$ 68.58	\$ 68.58
	Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72
	Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72
	Dark Fiber - Loop Inquiry	NR9D7	None	\$ 91.92	\$ 91.92
	Dark Fiber - Sub Loop Inquiry	NR9DX	None	\$ 91.92	\$ 91.92
	Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11

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