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Chesterfield, MO 63017
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LIGHTCORE
A CenturyTel Company

VIA FEDERAL EXPRESS

October 20, 2004

Missouri Public Service Commission
Attn: Mr. Dale Roberts, Secretary
200 Madison Street, Suite 100
Jefferson City, Missouri 65101

RECEIVED

OCT 21 2004

*Records
Public Service Commission*

RE: Amendment to M2A between SWBT and Digital Teleport, Inc.

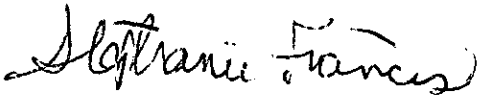
Dear Mr. Roberts:

Enclosed for filing with the Missouri Public Service Commission are an original and eight (8) copies of the fully executed Amendment to Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Digital Teleport, Inc. executed on September 24, 2004.

Please date-stamp the extra copy and return it in the enclosed self-addressed stamped envelope.

Should you have any questions, please do not hesitate to contact me at 314-880-1680.

Sincerely,



Stephanie Francis
Paralegal

Enclosures

**AMENDMENT
TO INTERCONNECTION AGREEMENT**

RECEIVED

OCT 21 2004

by and between

*Records
Public Service Commission*

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

AND

DIGITAL TELEPORT, INC.

M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a SBC Missouri ("SBC Missouri") and Digital Teleport, Inc. ("Digital Teleport") is hereby amended as follows:

WHEREAS, Digital Teleport, Inc. and certain of its wholly owned subsidiaries ("Digital Teleport") filed voluntary petitions under chapter 11 of title 11 of the United States Code on December 31, 2001 in the United States Bankruptcy Court for the Eastern District of Missouri Eastern Division (the "Bankruptcy Court"), Case Number 01-54369-399;

WHEREAS, SBC Missouri and Digital Teleport, Inc. are the parties to an Interconnection Agreement that was approved by the Missouri Public Service Commission ("Commission") on or about June 5, 2002 ("the underlying Agreement");

WHEREAS, on or about February 13, 2003, the Bankruptcy Court entered an Order Approving Asset Purchase Agreement with CenturyTel Fiber Company II, LLC and Authorizing Sale of Assets Free and Clear of Liens, Claims, and Encumbrances; and Approving Assignment of Certain Executory Contracts and Unexpired Leases Pursuant to Sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, CenturyTel Fiber and Digital Teleport, Inc., applied jointly to the Commission for authority to transfer Digital Teleport's assets to CenturyTel Fiber; that case was docketed as Case No. TM-2003-0415. The order granting authority to transfer such assets was issued on May 20, 2003.

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. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

WHEREAS, on or about October 17, 2003 CenturyTel Fiber Company II, LLC sought approval from the Commission for a change of name to CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company ("CenturyTel Fiber") and the Commission issued an order recognizing the name change in Case Number LN-2004-0189;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Missouri and CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company hereby agree as follows:

1. (a) The underlying Agreement is hereby amended to reflect the assignment from "Digital Teleport, Inc." to "CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company". All rights and obligations of Digital Teleport, Inc. under the underlying agreement are assigned.

(b) In connection with the assignment of the underlying Agreement, Digital Teleport, Inc. shall assign and transfer its ACNAs to CenturyTel in accordance with all applicable industry standards, and CenturyTel shall operate the assets it acquires from Digital Teleport, Inc. under the ACNAs formerly used by Digital Teleport, Inc. If CenturyTel decides to change such ACNAs, or operate any such acquired assets under any different ACNA(s), CenturyTel shall do so in accordance with the terms of the applicable agreements or tariffs, including any terms requiring the payment of charges for making such changes. In the event CenturyTel decides to change such ACNAs and the applicable agreement or tariff does not accord such a right, CenturyTel shall request such change and pay any charges associated with accomplishing such change, if granted.
2. 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 (and any other voluntarily negotiated changes contained in a separate amendment to the Agreement, if any "Other 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 or any Other Agreed Changes qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under

the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement or any other rights under the Agreement, including this Amendment and any other amendments to the Agreement (including intervening law or other rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof or other rights, including, without limitation, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003), and the FCC's Biennial Review Proceeding; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Amendment, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the provisions. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such underlying Agreement.
- 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 effective upon approval by the Missouri Public Service Commission.

IN WITNESS WHEREOF, this Amendment to the underlying Agreement was exchanged in triplicate by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri signing by and through its duly authorized representative, and CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company, signing by and through its duly authorized representative.

**CenturyTel Fiber Company II, LLC
d/b/a LightCore, a CenturyTel
company**

By: _____

Title: Sr. Vice President

Name: Daniel A. Davis
(Print or Type)

Date: 9.15.04

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

By: _____

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

Name: Kathy J. Wilkinson
(Print or Type)

Date: 9/24/04