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March 19, 2003

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

**RECEIVED<sup>3</sup>**  
**MAR 19 2003**  
*Records  
Public Service Commission*

Re: Sage Telecom, Inc.

Dear Judge Roberts:

On December 27, 2001, Sage filed its Notice of Adoption of the Missouri 271 Interconnection Agreement ("M2A") of Southwestern Bell Telephone Company, now Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

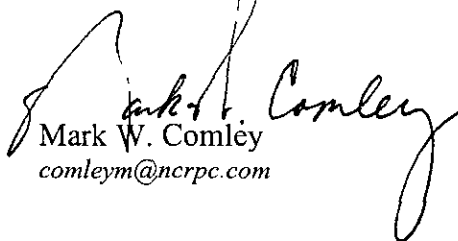
Sage and SWBT have entered into an Amendment ("Amendment No. 11") to their interconnection agreement, amending Attachment 19: White Pages-Other. An original and five copies of Amendment No. 11 is enclosed for filing with your office.

Please bring this filing to the attention of the appropriate Commission personnel. Should you have any questions regarding this filing, please contact me.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By:

  
Mark W. Comley  
comleym@ncrpc.com

MWC:ab

Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
Katherine K. Mudge  
Norlene Duke

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a  
SOUTHWESTERN BELL TELEPHONE COMPANY  
AND  
SAGE TELECOM, INC.**

Whereas, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company ("SWBT") and Sage Telecom, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on December 27, 2001, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, the Parties desire to amend Attachment 19: White Pages-Other (WP-O) of the Agreement.

It is therefore agreed in consideration of the mutual promises contained herein that Attachment 19: White Pages-Other (WP-O) of the Agreement is amended as follows:

1. Paragraph 5.2 is deleted and is replaced with the following:

CLEC authorizes SWBT to provide CLEC's Subscriber List Information in the subscriber list information provided by SWBT to publishers of telephone directories pursuant to, and on the terms and conditions provided for in the license agreements between SWBT and such directory publishers.

In exchange for the provision of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SWBT's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SWBT's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC.

CLEC releases SWBT and its affiliates from any and all actions, claims, costs, damages, expenses, liabilities, and losses resulting from SWBT releasing CLEC subscriber list information to directory publishers, except where such actions, claims, costs, damages, expenses, liabilities, and losses directly result from SWBT's gross negligence or willful misconduct.

CLEC agrees that SWBT and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by CLEC. CLEC agrees to indemnify, hold harmless and defend SWBT and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by this authorization, or any negligent act or omission, grossly negligent act, or act of willful misconduct by CLEC, except to the extent that such damages, losses, liabilities, demands, claims, suits, or judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees and expenses) directly result from SWBT's gross negligence or willful misconduct.

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed

Changes were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability into Illinois under 220 ILCS 5/13-801(b) ("Illinois Law") or Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27"). The Parties further acknowledge and agree that the Agreed Changes shall only be considered portable into Illinois under the Illinois Law and Condition 27 if they otherwise qualify for portability under such Illinois Law or Condition 27.


5. This Amendment shall be filed with and subject to approval by the appropriate regulatory commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Sage Telecom, Inc.

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

Signature: 

Signature: 

Name: Gary P. Nuttall  
(Print or Type)

Name: Mike Auinbaugh  
(Print or Type)

Title: VP, CTO  
(Print or Type)

Title: For/ President - Industry Markets

Date: March 4, 2003

Date: March 7, 2003

AECN/OCN# 9078  
(Facility Based - if applicable)