

**AMENDMENT TO
MISSOURI M2A INTERCONNECTION AGREEMENT**

by and between

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

AND

MAGNUS COMMUNICATIONS INC

RECEIVED⁴
FEB 06 2003
*Records
Public Service Commission*

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

(1) Appendix Resale – To add the following language and create Section 4.3: Assumption of Agreements Language to the Pricing section of 4.0.

4.3 Customer Specific Pricing

4.3.1 This section applies only to **SWBT-MO**:

4.3.1.1. CLEC may convert current **SWBT-MO** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Missouri.

4.3.1.2. **SWBT-MO** and any other reseller of **SWBT-MO** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Missouri.

4.3.1.3. In the event of a conversion under either Section 4.3.1.1 or 4.3.1.2, CLEC and **SWBT-MO** shall comply with all of the terms and conditions set forth in Sections 4.3.1 and 4.3.2 hereof.

4.3.1.4. Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

4.3.1.4.1. CLEC shall sign an "Assumption of Existing Agreement: assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-MO** or resold End User CSP Contract at the time of conversion.

- 4.3.1.4.2. SWBT-MO tariffed and Individual Case Basis (ICB) contracts may be assumed but receives no wholesale discount.
- 4.3.1.4.3. CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to SWBT-MO or any other local service provider reselling SWBT-MO local service.
- 4.3.1.4.4. If another reseller of SWBT-MO local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that SWBT-MO has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against SWBT-MO in connection with any conversion by another reseller of SWBT-MO local service of any CLEC End User(s) that has an existing CSP contract.
- 4.3.1.5. Responsibilities of SWBT-MO in connection with CSP Contract Conversions.
 - 4.3.1.5.1. SWBT-MO will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
 - 4.3.1.5.2. SWBT-MO will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to SWBT-MO.

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

(3) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to 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.

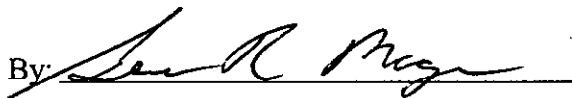
(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

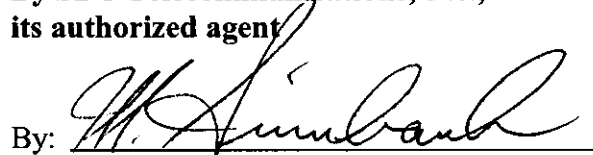
(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 6th day of December, 2002, by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Magnus Communications Inc

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

By: 

By: 

Name: Gene R Magnus
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: President
(Print or Type)

Title: ^{For/} President – Industry Markets

Date: 11-26-02

Date: DEC 06 2002

AECN/OCN # MSU 8048

RECEIVED³

DEC 30 2002

*Records
Public Service Commission*

MCOMM, Inc.

**340 South Broadview
Cape Girardeau, MO 63703**


(573) 334-5529

FAX (573) 334-5137

December 27, 2002

Please find enclosed an Amendment- Assumption of Agreements Language document.

Thank you,


*Gene Magnus,
Owner/ General Manager
Magnus Communications, Inc.*