

May 16, 2003

RECEIVED⁶

MAY 19 2003

*Records
Public Service Commission*

VIA OVERNIGHT DELIVERY

Mr. Dale Hardy Roberts
Secretary & Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street
Jefferson City, Missouri 65101

Re: Amendment to M2A between SWBT and Excel Telecommunications, Inc.

Dear Mr. Roberts:

Enclosed for filing with the Commission are one original and eight copies of Amendment No. 4 to the Missouri Interconnection Agreement ("M2A") between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SWBT") and Excel Telecommunications, Inc. ("Excel"), hereinafter referred to as "the Parties," executed on April 29, 2003.

Excel is filing Amendment No. 4 to the Company's Interconnection Agreement previously filed with the Commission on February 1, 2002 in Case No. TO-99-227. There are no outstanding issues between the parties that need mediation or arbitration. The Parties file this Amendment seeking Commission approval of the terms and conditions consistent with the Federal Act of 1996.

The Parties represent and believe in good faith that the implementation of this Amendment is consistent with the public interest, convenience and necessity and that the Amendment does not discriminate against any telecommunications carrier. The Parties specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this Amendment, in keeping with the support for competition previously demonstrated by the Commission.

Acknowledgment and date of receipt of this filing are respectfully requested. Please date and file stamp the attached copy of this correspondence and return it in the self-addressed postage prepaid envelope provided. Please direct all correspondence regarding this filing to the undersigned directly at (214) 424-1713 or at the below referenced address. Thank you for your time and consideration regarding this matter.

Respectfully submitted,



Ben Boaitey
Regulatory Analyst

Excel Telecommunications, Inc.

1600 Viceroy Drive

Dallas, Texas 75235

Enclosures

cc: Kevin Allen
Manager, Regulatory Affairs

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
EXCEL TELECOMMUNICATIONS, INC.**

Whereas, Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SWBT") and Excel Telecommunications, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on February 1, 2002, ("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 Missouri Public Service 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.

Excel Telecommunications, Inc.

Signature: Connie Mitchell

Name: Connie F. Mitchell
(Print or Type)

Title: Vice President / Director
(Print or Type)

Date: 4/21/03

AECN/OCN# _____
(Facility Based – if applicable)

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

Signature: M. Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: For/ President - Industry Markets

Date: APR 29 2003