



**Lisa Creighton Hendricks**  
Senior Attorney

**State External Affairs**  
6450 Sprint Parkway  
Overland Park, KS 66251  
KSOPHN0212-2A253  
Voice 913 315 9363  
Fax 913 523 9829  
PCS 913 461 5765  
lisa.c.creightonhendricks@mail.sprint.com

November 3, 2003

Mr. Adam McKinnie  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65102

In Re: The Interconnection Agreement By and Between Camarato Distributing, Inc., dba Nex-Phon, and Sprint Missouri, Inc., Under Sections 251 and 252 of the Telecommunications Act of 1996  
Case. No. TK-2004-0179

Dear Mr. McKinnie:

Please find enclosed Amendment No. 1 to the Interconnection Agreement, dated October 23, 2003, between Sprint Missouri, Inc. and Camarato Distributing, Inc. dba Nex-Phon. The Amendment incorporates the same language regarding transit traffic that was approved by the Commission in Case No. TK-2003-0540 (Comm South case).

I would appreciate if you would file the amendment and return a file stamped copy of the letter to me. Thank you for your assistance. If you have any questions, please contact me at 913-315-9363.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lisa Creighton Hendricks", with a long, sweeping horizontal line extending to the right.

Lisa Creighton Hendricks

LCH/sly  
enclosure

**AMENDMENT NO. 1**  
**TO**  
**MASTER INTERCONNECTION AND RESALE AGREEMENT**  
**BETWEEN**  
**SPRINT MISSOURI, INC.**  
**AND**  
**CAMARATO DISTRIBUTING, INC. dba NEX-PHON**

This Amendment No. 1, made this 23rd day of October, 2003, is entered into by and between Camarato Distributing, Inc. dba Nex-Phon ("CLEC"), an Illinois corporation, and Sprint Missouri, Inc. ("Sprint"), a Missouri corporation. Sprint and CLEC may be referred to individually as a "Party," and collectively as the "Parties."

**BACKGROUND:**

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") on September 15, 2003 for the State of Missouri.

WHEREAS, the Parties wish to amend the Agreement to clarify the type of traffic that may be considered Transit Traffic.

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**AMENDMENTS:**

1. The definition of "Transit Service" in Section 1.98 is amended to read:

"Transit Service" means the delivery of Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network."

2. The definition of "Transit Traffic" in Section 1.99 is amended to read:

"Transit Traffic" means Local Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network."

3. Section 66.1 is amended to read:

"Transit Traffic means the delivery of Local Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. This section shall not apply to non-

Local Traffic. Sprint will provide transport and any necessary switching for non-Local Traffic in accordance with Sprint's access tariffs. Sprint will provide transport and any necessary switching for MCA (Metropolitan Calling Area) traffic in accordance with Commission rules and orders."

4. Section 66.2.2 is amended to read:

"Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any transit traffic from the originating Party except as provided for in Section 66.3.1.2. Both Parties reserve the right not to pay such charges on behalf of the originating Party."

5. Section 66.3.1.2 is amended to read:

"If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party to the extent that the transiting Party is capable of providing the record."

6. Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

7. This Amendment No. 1 is executed by authorized representatives of Sprint and CLEC and is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC have caused this Amendment No. 1 to be executed by its duly authorized representatives.

**"Sprint"**

**Sprint Missouri, Inc.**

By: 

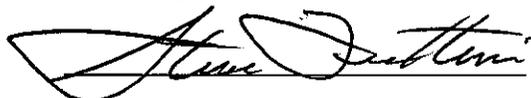
Name: William E. Cheek

Title: President, Wholesale Markets

Date: 10/28/03

**"CLEC"**

**Camarato Distributing, Inc.  
dba Nex-Phon**

By: 

Name: Steve Frattini

Title: General Manager

Date: 10/24/03