

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
XO COMMUNICATIONS SERVICES, INC.

This Amendment to the Interconnection Agreement (the "Amendment") is entered into by and between Southwestern Bell Telephone, L.P.¹ d/b/a SBC Missouri ("SBC Missouri") and XO Communications Services, Inc. (f/k/a XO Missouri, Inc. and Allegiance Telecom of Missouri, Inc.), with its principal offices at 11111 Sunset Hills Road, Reston, Virginia 20190 ("XO Communications Services, Inc.").

WHEREAS, SBC Missouri and XO Missouri, Inc. are parties to an interconnection agreement which may be amended by both parties in writing (the "Agreement");

WHEREAS, XO Communications, Inc. acquired certain assets of Allegiance Telecom, Inc. including certain assets of Allegiance Telecom of Missouri, Inc. ("Allegiance"), including the interconnection agreement between SBC Missouri and Allegiance;

WHEREAS, the assets acquired from Allegiance were consolidated with those owned by XO Missouri, Inc. and are now being operated under the name of XO Communications Services, Inc.;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Missouri and XO Communications Services, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "XO Missouri, Inc." to "XO Communications Services, Inc."
2. XO Communications Services, Inc. represents that the assets acquired from the company formerly known as Allegiance Telecom of Missouri, Inc. include the ACNA and associated OCNs formerly used by Allegiance.
3. XO Communications Services, Inc. agrees that the interconnection agreement between SBC Missouri and Allegiance shall terminate effective concurrently with the execution of this Amendment.
4. SBC Missouri shall reflect the name change from "XO Missouri, Inc." and from "Allegiance Telecom of Missouri, Inc." to "XO Communications Services, Inc." on all BANs (Billing Account Numbers) for each of the accounts previously billed to XO Missouri, Inc. pursuant to the Agreement and Allegiance pursuant to the interconnection agreement between SBC Missouri and Allegiance ("Name Change"). SBC Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. This change will allow XO Communications Services, Inc. to continue to order any services under all of the ACNA/OCNs, BANs, and CLLI codes associated with the accounts formerly billed to XO Missouri, Inc. and Allegiance Telecom of Missouri, Inc., provided, however, that XO Communications Services, Inc. is responsible for the ordering of any services under an account using the ACNA/OCNs and CLLI codes formerly associated with that account. Without limiting the foregoing, XO Communications Services, Inc. affirms, represents, and warrants that (a) the ACNA/OCNs for the accounts formerly billed to XO Missouri for those accounts and the

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.

services and items provided and/or billed thereunder or under the Agreement shall not change from the ACNA/OCNs previously used by XO Missouri, Inc., and (b) the ACNA/OCNs for the accounts formerly billed to Allegiance for those accounts and the services and items provided and/or billed thereunder or under the interconnection agreement between SBC Missouri and Allegiance shall not change from the ACNA/OCNs previously used by Allegiance.

5. XO Communications Services, Inc. shall pay an amount of \$40,000.00 for the Name Change as set forth in para. 4. The foregoing amount reflects the aggregate charges for the Name Change on a multistate basis and includes any charges for the State of Missouri.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
8. 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 (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully 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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.
9. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective upon approval by such Commission.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

XO Communications Services, Inc.

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

By: *Heather B. Gold*

Name: Heather B. Gold
SVP Government Relations
XO Communications, Inc.

Title: _____
(Print or Type)

Date: 4/26/05

By: *Mike Auinbauh*

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: APR 29 2005

ACNA FORMERLY USED BY XO MISSOURI, INC. TGW

RESALE OCN# FORMERLY USED BY XO MISSOURI, INC. 2796

FACILITIES-BASED OCN # FORMERLY USED BY XO MISSOURI, INC. 4774

ACNA FORMERLY USED BY ALLEGIANCE TELECOM OF MISSOURI, INC. AF-1

RESALE OCN# FORMERLY USED BY ALLEGIANCE TELECOM OF MISSOURI, INC. _____

FACILITIES-BASED OCN # FORMERLY USED BY ALLEGIANCE TELECOM OF MISSOURI, INC. 3049