

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI
AND
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement dated August 9, 2005 by and between Southwestern Bell Telephone Company¹ d/b/a AT&T Missouri (“AT&T Missouri”) and XO Communications Services, Inc. (“XO”) (“Agreement”) effective in the state of Missouri is hereby amended as follows:

WHEREAS, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission (“Commission”) issued an Arbitration Order dated July 11, 2005 (“July 11, 2005 Arbitration Order”);

WHEREAS, the Parties conformed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

WHEREAS, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

WHEREAS, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

WHEREAS, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI; and

WHEREAS, the Parties wish to amend the Agreement to reflect the district court's orders.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended:

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement including the Remand Order Embedded Base Rider, AT&T MISSOURI has no obligation to provide CLEC with ULS, whether alone, in combination (as with “UNE-P”), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.
3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn and dark fiber loops, and dark fiber and feeder subloops)², either alone or in combination (whether new, existing, or pre-existing) (“Section 271 Elements”) with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-

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. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as “AT&T Missouri”.

² The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

Platform under Section 251 or 271 of the Act, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.

4. **Entrance Facilities.**

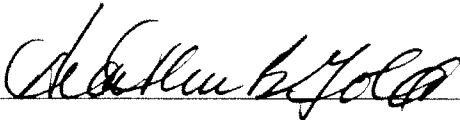
4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (i.e., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").

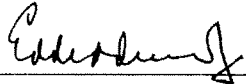
4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.

5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree to delete the "Schedule of Prices-Missouri" in its entirety and replace with the "Revised Schedule of Prices-Missouri" attached hereto and incorporated herein.
6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. In entering into this Amendment, both Parties acknowledge and agree that they will comply with the terms in the Agreement to reflect future changes of law as and when they may arise.
11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

XO Communications Services, Inc.

Southwestern Bell Telephone Company d/b/a AT&T Missouri by AT&T Operations, Inc., its authorized agent

By: 

By: 

Name: Heather B. Gold
(Print or Type)
SVP-External Affairs

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: _____
(Print or Type)

Title: Director-Contract Management

Date: 7/7/08

Date: 7-10-08

FACILITIES-BASED OCN # 4774

UNE OCN # 4774

RESALE OCN # 2796

ACNA TQW