

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


The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Missouri ("AT&T Missouri") and XO Communications Services, Inc. ("CLEC") is hereby amended as follows:

- (1) Add Appendix-Microwave, which is attached hereto and incorporated herein by this reference.
- (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) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (4) 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. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I 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).
- (5) 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.

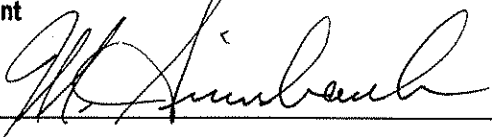
¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as "AT&T Missouri"

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 27th day of September, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

By: 
Printed: Heather B. Gold
Title: SVP External Affairs
(Print or Type)
Date: 9/25/06

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

By: 
Printed: Mike Auinbauh
Title: AVP - Project I Service Management
Executive Director Regulatory
Date: 9-27-06

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX MICROWAVE

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APPENDIX MICROWAVE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, **AT&T MISSOURI** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **AT&T MISSOURI** agrees to provide CLEC with microwave interconnection will be ICB or NSCR for Illinois, Indiana, Michigan, Ohio and/or Wisconsin, until such time as costs and permanent rates may be determined by **AT&T MISSOURI**.

2. DESCRIPTION

- 2.1 Where space permits and where practical, **AT&T MISSOURI** will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by **AT&T MISSOURI**. Use of such microwave equipment is only available for the purpose of interconnection to **AT&T MISSOURI's** network or access to **AT&T MISSOURI's** Lawful unbundled network elements as may be described in CLEC's Interconnection and UNE Appendices.

3. METHOD OF PROVISIONING

- 3.1 Where space exists and when technically feasible, at **AT&T MISSOURI's** discretion, the following method for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. **AT&T MISSOURI** is responsible for design and construction for any and all infrastructure inside the **AT&T MISSOURI** premises at the CLEC's cost. The CLEC is responsible for line-of-sight.
- 3.2 In addition, in each instance where microwave interconnection or access to Lawful UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and **AT&T MISSOURI**. The JIA will provide for specifics relating to, but not limited to, the responsibilities of **AT&T MISSOURI** and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below.
- 3.3 The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in a **AT&T MISSOURI**-provided virtual collocation arrangement, the CLEC will provide a copy of the license to **AT&T MISSOURI** and **AT&T MISSOURI** will post the CLEC-provided copy in an appropriate location. All **AT&T MISSOURI** safety standards shall apply to the microwave entrance facility and associated antenna(e). Such standards will be enumerated in the JIA, above.
- 3.4 **AT&T MISSOURI Tower/Structure**
 - 3.4.1 Where space is available and where technically feasible, **AT&T MISSOURI** will provide CLEC with antenna mounting space on the **AT&T MISSOURI** microwave tower or structure associated with the

eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space.

- 3.4.1.1 CLEC is responsible for all construction required for the mounting of microwave antenna(e) on the **AT&T MISSOURI** Tower/Structure. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment and returning the property to its original condition within 60 days of termination of use of the microwave entrance facility. If CLEC does not perform the removal and restoration by the end of 60 days, **AT&T MISSOURI** may remove the equipment and restore the property at CLEC's expense on a time and materials basis.
- 3.4.1.2 CLEC is responsible for securing its equipment located on the **AT&T MISSOURI** property. CLEC proposal and designs for such security must meet with **AT&T MISSOURI**'s approval.
- 3.4.1.3 Where **AT&T MISSOURI** has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the **AT&T MISSOURI** equipment line-up. **AT&T MISSOURI** will allow virtual collocation of CLEC equipment associated with its microwave entrance facility on an ICB or NSCR basis (Ameritech States) until such time as costs and permanent rates may be determined by **AT&T MISSOURI**. All costs for training **AT&T MISSOURI** employees to install, maintain and repair the equipment will be at the CLEC's cost. **AT&T MISSOURI** will determine the number of employees to be trained on a premises-by-premises basis.
- 3.4.1.4 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment.

4. EQUIPMENT

- 4.1 CLEC is responsible for providing a list of all microwave equipment to be installed to **AT&T MISSOURI** for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements.
- 4.2 **AT&T MISSOURI** is not responsible for lost equipment.
- 4.3 It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

5. PERMITS AND LICENSES

- 5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to **AT&T MISSOURI** prior to the installation of any microwave equipment on the **AT&T MISSOURI** premises roof. If **AT&T MISSOURI**'s assistance is required to obtain the necessary licenses and permits, **AT&T MISSOURI** will not unreasonably withhold such assistance and CLEC agrees to pay all **AT&T MISSOURI**'s expenses on an ICB/NSCR as required.

6. CLEC LIABILITY

- 6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, **AT&T MISSOURI**'s or other collocator's network or premises, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential,

specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by **AT&T MISSOURI** as a direct or indirect result of the actions of CLEC related to this agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.