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September 27, 2002

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The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, Missouri 65101

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SEP 27 2002

*Records
Public Service Commission*

Re: Amendment to American Communications Service, Inc. (ACSI) a/k/a e.spire
Communications, Inc. /Southwestern Bell Telephone L.P. d/b/a Southwestern
Bell Telephone Company Interconnection Agreement -
Case No. TO-97-487
File No. _____

Dear Judge Roberts:

Enclosed for filing with the Missouri Public Service Commission, please find an original and three copies of a fully executed Amendment to the American Communications Service, Inc. a/k/a e.spire Communications, Inc./Southwestern Bell Telephone Company Interconnection Agreement. The Amendment assigns the ACSI Agreement to Xspedius Management Co., L.L.C. It is our understanding that Xspedius has acquired ACSI's assets and that the asset transfer was approved by the Commission on July 9, 2002 in Case No. TM-2002-1155.

The Amendment pages have been numbered beginning with page number 000338 and ending with page number 000340. These pages are to be placed at the end of the existing approved interconnection agreement, as this Amendment represents an addition to the existing agreement. (Because the bates-stamped copy of the original ACSI Interconnection Agreement was never provided to the Commission, we are supplying it under separate cover.)

Any questions regarding this filing may be directed to me at 314-235-2508. Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

Leo J. Bub

Enclosure

cc: Mr. Dana Joyce
Mr. Michael Dandino
Mr. Jim Falvey

AMENDMENT
TO INTERCONNECTION AGREEMENT
by and between
SOUTHWESTERN BELL TELEPHONE COMPANY
AND
E.SPIRE COMMUNICATIONS, INC.

This Amendment to the Interconnection Agreement (the "Amendment") is dated as of September 29, 2002, by and between Southwestern Bell Telephone Company¹ ("SWBT") and Xspedius Management Co., L.L.C., on behalf of its operating affiliates Xspedius Management Co. Switched Services, L.L.C., Xspedius Management Co. of Kansas City, L.L.C. ("XMC").

WHEREAS, SWBT and American Communications Service, Inc. (now known as e.spire Communications, Inc.) are the parties to an Interconnection Agreement that was approved by the Missouri Public Service Commission on or about July 31, 1997 ("the underlying Agreement");

WHEREAS, on or about March 22, 2001, e.spire Communications, Inc. and certain of its wholly owned subsidiaries ("the e.spire Entities") filed voluntary petitions under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on or about June 7, 2002, the Bankruptcy Court entered an Order Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Rules 6004 and 6005 of the Federal Rules of Bankruptcy Procedure Approving (A) Asset Contribution Agreement and Related Agreements with Thermo Telecom Partners LLC and Xspedius Management Co., LLC ("Asset Contribution Agreement"); (B) Contribution of Certain Assets to Xspedius Management Co., LLC Free and Clear of All Liens, Claims, Encumbrances and Interests; and (C) Sale by the Debtors of a Certain Membership Interest to Thermo Telecom Partners LLC Upon Exercise of a Certain Put Right ("Sale Order"); and

WHEREAS, e.spire Communications, Inc. and XMC sought approval from 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, doing business as Southwestern Bell Telephone Company ("SWBT").

Missouri Public Service Commission for the transfer of certain assets from e.spire to XMC and such approval was granted in Docket Number TM-2002-1155;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SWBT and XMC hereby agree as follows:

1. (a) The underlying Agreement is hereby amended to reflect the assignment from "e.spire Communications, Inc." to "Xspedius Management Co., L.L.C." All rights and obligations of e.spire under the underlying agreement are assigned.

(b) In connection with the assignment of the underlying Agreement, the e.spire Entities shall assign and transfer their ACNAs to Xspedius in accordance with all applicable industry standards, and Xspedius shall operate the assets it acquires from the e.spire Entities under the ACNAs formerly used by the e.spire Entities. If Xspedius decides to change such ACNAs, or operate any such acquired assets under any different ACNA(s), Xspedius shall do so in accordance with the terms of the applicable agreements or tariffs, including any terms therein requiring the payment of charges for making such changes. In the event Xspedius decides to change such ACNAs and the applicable agreement or tariff does not accord such a right, Xspedius shall request such change and pay any charges associated with accomplishing such change, if granted.
2. XMC acknowledges that the underlying Agreement was noticed for termination prior to the date that e.spire Communications, Inc. filed its petition and XMC further acknowledges that no additional notice of termination of the underlying Agreement is required. XMC further acknowledges that the statutory window pursuant to Section 252 of the Communications Act for negotiating a successor contract opens upon assignment of the contract to Xspedius.
3. A new sentence is hereby added at the end of existing Section 22.6 of the General Terms and Conditions of the underlying Agreement, which sentence reads as follows:

When a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply beginning as of September 1, 2002, and a true-up of such terms, rates and charges shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such underlying Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

000339

6. This Amendment shall be effective upon approval by the Missouri Public Service Commission.

IN WITNESS WHEREOF, this Amendment to the underlying Agreement was exchanged in triplicate on this 20th day of September, 2002, by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and XMC, signing by and through its duly authorized representative.

**Xspedius Management Co, L.L.C.
on behalf of Xspedius Management
Co. Switched Services, L.L.C.,
Xspedius Management Co. of Kansas
City, L.L.C.**

**Southwestern Bell Telephone, L.P.,
d/b/a Southwestern Bell Telephone
Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: *Jim C. Falvey*
Title: *SVP-Regulatory Affairs*
Name: *James C. Falvey*
(Print or Type)

By: *M. Auinbauh*
Title: President - Industry Markets
Name: Mike Auinbauh
(Print or Type)

Date: *9/20/02*

Date: **SEP 16 2002**