

**Amendment to the Agreement
Between
Xspedius, LLC
and
BellSouth Telecommunications, Inc.
Dated December 30, 2002**

Pursuant to this Amendment, (the "Amendment"), Xspedius, LLC (Xspedius), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 30, 2002 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Xspedius entered into the Agreement on December 30, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

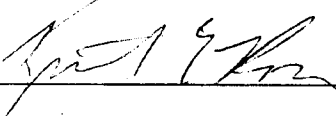
1. The parties agree to add the following provision to Attachment 2, Section 9 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

9.5 Where Xspedius utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

2. All of the other provisions of the Agreement, dated December 30, 2002, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

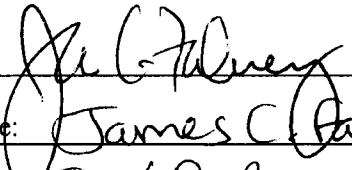
By: 

Name: KRISTEN E. ROWE

Title: DIRECTOR

Date: 5/11/04

Xspedius, LLC

By: 

Name: James C. Falvey

Title: Sr. V.P., Regulatory Affairs

Date: 5/5/04

UNBUNDLED NETWORK ELEMENTS - Alabama																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)						Svc Order Submitted		Attachment: 2		Exhibit: C	
						Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						First	Add'l	First	Add'l								
						Rec					SOMECSOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU (Melded)					0.000040993											
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000086947											
	Melded Factor: 43.15% of the Tandem Rate																

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UNBUNDLED NETWORK ELEMENTS - Mississippi																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: C					
						Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Add'l		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec				SOME/C	SOMAN						

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