



BellSouth Telecommunications, Inc 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

July 6, 2001

010946-TP

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and XSPEDIUS Corp. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and XSPEDIUS Corp. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XSPEDIUS Corp. The Commission approved the initial agreement between the companies in Order No. 01-0604-FOF-TP issued March 13, 2001 in Docket 010034-TP. This is a merger amendment for XSPEDIUS and LEC Unwired.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and XSPEDIUS Corp. within 90 days of its submission.

The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(22)

DOCUMENT NUMBER-DATE

08311 JUL-6 01

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Xspedius Corp. and BellSouth Telecommunications, Inc., dated 04/4/2001, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
LEC Unwired AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED May 5, 1999**

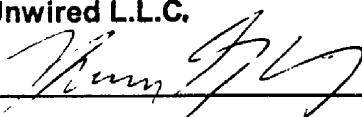
Pursuant to this Agreement, (the "Amendment") LEC Unwired L.L.C. ("LEC Unwired") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 5, 1999 ("Interconnection Agreement").

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

1. LEC Unwired has agreed to convey all its rights and interest in the Interconnection Agreement to Xspedius Corp., a Louisiana corporation. BellSouth hereby consents to and authorizes such conveyance. The name of LEC Unwired in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Xspedius Corp..
2. Attachment 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of Xspedius Corp., is hereby made an attachment to the Interconnection Agreement.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of LEC Unwired, is hereby made an attachment to the Interconnection Agreement.
4. All of the other provisions of the Interconnection Agreement, dated May 5, 1999, shall remain in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

LEC Unwired L.L.C.

By: 

Name: Thomas G. Henning

Title: Assistant Manager

Date: 4/2/01

BellSouth Telecommunications, Inc.

By: 

Name: C.W. Boltz

Title: MANAGING DIRECTOR

Date: 4-4-01


AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

For and in consideration of the consent of BellSouth Telecommunications, Inc. ("BellSouth") to transfer services from LEC Unwired to Xspedius Corp., LEC Unwired hereby agrees as follows:

1. LEC Unwired agrees to transfer services in its name to Xspedius Corp., specifically including attached billing account number(s) and all services billed thereunder, and hereby relinquishes all claims to such billing accounts, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to LEC Unwired.
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between LEC Unwired and Xspedius Corp. to the contrary, LEC Unwired recognizes that under applicable tariffs and other agreements between BellSouth and LEC Unwired, BellSouth is authorized to demand from LEC Unwired, current, past due and presently outstanding bills which are attributed to LEC Unwired.
4. Notwithstanding any agreement between LEC Unwired and Xspedius Corp. to the contrary, LEC Unwired recognizes that under applicable tariffs and agreements, the transfer of service(s) as described herein does not relieve or discharge LEC Unwired from remaining jointly or severally liable with Xspedius Corp. for any obligations existing at the time of transfer.
5. Signed this 2nd day of April 2001.

LEC Unwired Billing Name & Address:

LEC Unwired
One Lakeshore Dr Suite 1900
Lake Charles LA 70109

By: 
 (Signature)

**STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Xspedius Corp. agree as follows:


1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Interconnection Agreement between BellSouth and Xspedius Corp., assignee of LEC Unwired, to furnish telecommunications services to Xspedius Corp. pursuant to the terms of the Interconnection Agreement, as amended, or pursuant to BellSouth's tariffs.
2. Xspedius Corp. hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of the Interconnection Agreement, applicable tariffs or other agreement(s) between BellSouth and Xspedius Corp. in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. Xspedius Corp. hereby assumes all obligations for services provided to LEC Unwired under the Interconnection Agreement and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to LEC Unwired or Xspedius Corp. for such services pursuant to the applicable tariff or Interconnection Agreement.
4. Xspedius Corp. specifically agrees to pay all bills and charges for billing account numbers specified in Attachment 2 hereof that were incurred during the time period the account was in the name of LEC Unwired, as well as any and all charges incurred on the billing account numbers specified in Attachment 2 and any other billing account numbers established by Xspedius Corp. during the time period that Xspedius Corp. is a customer.
5. Xspedius Corp. specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. Xspedius Corp. agrees that the requirements of this Agreement also apply even where LEC Unwired requests a final bill on its billing accounts.
7. The undersigned is a duly authorized representative of Xspedius Corp. and by the authority granted to the undersigned by LEC Unwired is authorized to bind Xspedius Corp. to the terms and conditions contained herein.
8. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Xspedius Corp. prior to filing of the Agreement. The CLEC Louisiana Certification Number for Xspedius Corp. is TSP 00184-A.

9. Signed this 2nd day of April 20 01

Xspedius Corp. Billing Name & Address:

BellSouth Telecommunications, Inc.

Xspedius Corp
One Lakeshore Dr Suite 1495
Lake Charles, LA 70009

By: 
(Signature)

By: 
(Signature)

Rob Gaiser
(Print Name)

C.W. Boltz
(Print Name)

President, COO
(Title)

MANAGING DIRECTOR
(Title)