

**Amendment to the Agreement  
Between  
DIECA Communications, Inc. dba Covad Communications Company  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina and  
AT&T Tennessee  
Dated August 24, 2007**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. dba Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 24, 2007 (Agreement) to be effective upon the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and Covad entered into the Agreement on August 24, 2007, 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 incorporate the rates for the 2-Wire Universal Digital Channel (UDC) Compatible Loop into Exhibit A of Attachment 2, attached as Exhibit 1 to this Amendment.
2. The Parties agree to incorporate the rates for the Physical Collocation – 2-Wire Cross Connect and the Virtual Collocation – 2-Wire Cross Connect into Exhibit B of Attachment 4, attached as Exhibit 2 to this Amendment.
3. All of the other provisions of the Agreement, dated August 24, 2007, shall remain in full force and effect.
4. 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.
5. 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.

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

**BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida,  
AT&T Georgia, AT&T Kentucky,  
AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee**

**DIECA Communications, Inc. dba  
Covad Communications Company**

By: *Kristen E. Shore*

By: *Doug Carlen*

Name: Kristen E. Shore

Name: Doug Carlen

Title: Director

Title: VP, Legal + Corporate Affairs

Date: 8/31/07

Date: 8/31/07



































