

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between DIECA Communications, Inc. d/b/a Covad Communications Company and BellSouth Telecommunications, Inc., dated 05/19/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Adoption Papers	2
TOTAL	2

08/24/00

AGREEMENT

This Agreement, which shall become effective as of the ____ day of May, 2000, is entered into by and between DIECA Communications, Inc. d/b/a Covad Communications Company, ("Covad"), a corporation, on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(l) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, Covad has requested that BellSouth make available Attachment 4 – Physical Collocation of the interconnection agreement executed between BellSouth and iConnect Corporation ("iConnect") dated November 16, 1999 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Covad and BellSouth hereby agree as follows:

1. Attachment 4 – Physical Collocation of the Interconnection Connection Agreement, and all amendments to said agreement, dated December 1, 1998 between BellSouth and Covad will be deleted in its entirety.

2. Covad and BellSouth shall adopt Attachment 4 – Physical Collocation of the BellSouth/iConnect Interconnection Agreement dated November 16, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The iConnect/BellSouth Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	2
Exhibit 1 – Cover	1
Exhibit 1 – Attachment 4	21

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Exhibit 1 -- Amendment dated 1/3/00	3
Exhibit 1 -- Amendment dated 3/17/00	4
TOTAL	31

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3, General Terms and Conditions of the iConnect Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3, General Terms and Conditions of the iConnect Interconnection Agreement, the effective date shall be December 1, 1998.

4. The parties recognize that the FCC has issued a ruling regarding physical collocation and agree to continue to negotiate for new rates, terms and conditions for physical collocation.

5. The Parties agree that all of the other provisions of the Agreement between Covad and BellSouth, dated December 1, 1998, together with all amendments in effect as of the date of execution of this Amendment shall remain in full force and effect.

6. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

DIECA Communications, Inc. d/b/a
Covad Communication Company

Signature

Signature

Name

Name

Title

Title

Date

Date

10/09/98