

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation on May 30, 2001. This Amendment ("Amendment") is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, 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, DIECA and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the terms and conditions for Loop Make-up as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 11, Exhibits 1-8 of the Agreement is hereby modified to include the rates for Manual Loop Make-up as set forth in Exhibit 2 attached hereto and incorporated herein by this reference. These Loop Make-up rates are interim subject to true-up once the public service commissions in those states establish Loop Make-up rates.
3. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

DIECA Communications, Inc. d/b/a

Covad Communications Company

Original Signature on File

Signature
Dhruv Khanna

Name

**Executive-VP & General
Counsel**

Title
Not Dated

Date

BellSouth Telecommunications, Inc.

Original Signature on File

Signature
C. W. Boltz

Name

Managing Director

Title
07/24/01

Date

EXHIBIT 1

1.1 Preordering Loop Makeup (LMU)

1.1.1 Description of Service

1.1.2 BellSouth shall make available to DIECA loop makeup (LMU) information so that DIECA can make an independent judgement about whether the loop is capable of supporting the advanced services equipment DIECA intends to install and the services DIECA wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from DIECA ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

1.1.3 BellSouth will provide DIECA LMU information consistent with the effective FCC Rules, Orders and Regulations including the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices; the loop length; the wire gauge and electrical parameters.

1.1.4 BellSouth's LMU information is provided to DIECA as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

1.1.5 DIECA may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by DIECA and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee DIECA's ability to provide advanced data services over the ordered loop type. Further, if DIECA orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. DIECA is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

1.2 Submitting Loop Makeup Service Inquiries

1.2.1 DIECA may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if DIECA needs further loop information in order to determine loop service capability, DIECA may initiate a separate Manual LMUSI

for a separate nonrecurring charge as set forth in the rate exhibit for Attachment 2.

- 1.2.2 Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

1.2.3 Loop Reservations

DIECA may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to DIECA. During and prior to DIECA placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If DIECA does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, DIECA may reserve up to 10 loop facilities. For a Manual LMUSI, DIECA may reserve up to 3 loop facilities.

- 1.2.4 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

1.3 Ordering of Other UNE Services

- 1.3.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. DIECA will not be billed any additional LMU charges for the loop ordered on such LSR. If however, DIECA does not reserve facilities upon an initial LMUSI, DIECA's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.

- 1.3.2 Where DIECA has reserved multiple loop facilities on a single reservation, DIECA may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to DIECA, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by DIECA. If the ordered loop type is not available, DIECA may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

EXHIBIT 2

Attachment 2
Exhibit C
Rates - Page 1

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**Unbundled Network Elements
FLORIDA**

Attachment 2
Exhibit C
Rates - Page 1

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	First	Add1	First	Add1	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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
							Nonrecurring	Nonrecurring									
								Disconnect									
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add1	First	Add1	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		\$48.07	\$48.07								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		\$50.97	\$50.97								
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).					\$0.6888										

Unbundled Network Elements
GEORGIA

Attachment 2
Exhibit C
Rates - Page 1

CATEGORY	NOTES		Interim	Zone	BCS	USOC	RATES				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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	First	Add'l	First							Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		\$35.00	\$35.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		\$45.00	\$45.00								
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).					\$0.075										

Attachment 2
Exhibit C
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Unbundled Network Elements
LOUISIANA

Attachment 2
Exhibit C
Rates - Page 1

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				First	Add'l	OSS RATES					
							Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																		
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		\$47.91	\$47.91									
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$50.80	\$50.80									
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.6852											

Attachment 2
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Attachment 2
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**Unbundled Network Elements
SOUTH CAROLINA**

Attachment 2
Exhibit C
Rates - Page 1

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		\$48.07	\$48.07								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		\$50.97	\$50.97								
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized).						\$0.6873										