

**AMENDMENT
TO THE
MASTER INTERCONNECTION AGREEMENT BETWEEN
NORTHPOINT COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 9, 1998**

Pursuant to this Agreement, (the "Amendment"), NorthPoint Communications, Inc. ("NorthPoint"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 9, 1998 (the "Agreement").

WHEREAS, BellSouth and NorthPoint entered into an Interconnection Agreement on June 9, 1998, 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. Section 2.3.1.3 of Attachment 2, Unbundled Network Elements, of the Agreement is hereby deleted in its entirety and replaced with a new Section 2.4 of Attachment 2, providing for the provision of Unbundled Copper Loops as set forth as set forth in Attachment 1 to this Amendment.
2. The terms and conditions for Loop Make Up and Service Inquiry are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement as Section 2.5 as set forth in Attachment 1 to this Amendment.
3. The Terms and Conditions for Loop Conditioning are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement, as Section 2.6 as set forth as set forth in Attachment 1 to this Amendment
4. All of the other provisions of the Agreement, dated June 9, 1998 shall remain in full force and effect.
5. Either or both of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NorthPoint Communications, Inc.

By: Signature On Original

Name: Steve Gorosh

Title: General Counsel

Date: June 7, 2000

BellSouth Telecommunications, Inc.

By: Signature On Original

Name: Jerry Hendrix

Title: Senior Director

Date: June 8, 2000

**ATTACHMENT 1 TO THE AMENDMENT
DATED _____**

2.4 Unbundled Copper Loops

In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to an additional 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to an additional 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

- 2.4.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.4.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. NorthPoint may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of NorthPoint's choosing. NorthPoint will determine the type of service that will be provided over the loop.
- 2.4.3 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.4.4 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.4.5 BellSouth agrees to provide installation testing (other than switch based testing) needed to assure that loops delivered by BellSouth are provided in accordance with BellSouth's Technical Reference 73600.
- 2.4.6 Upon installation of the UCL that requires a BellSouth technician to be dispatched to the end user's location (i.e. when installing a new circuit), or during a maintenance/repair dispatch, BellSouth will tag the circuit at the BellSouth demarc

**ATTACHMENT 1 TO THE AMENDMENT
DATED _____**

in order for NorthPoint to identify the correct binding post or terminal location. BellSouth and NorthPoint may mutually agree to adopt other methods of providing demarc information in addition to the above. Otherwise, NorthPoint may request BellSouth to dispatch in order to tag the loop and would pay a time and materials charge for this effort (i.e. when facilities are being reused.)

2.4.7 Rates

2.4.7.1 Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.

2.5 Loop Make Up Service Inquiry

- 2.5.1 As an interim process until electronic access to the data contained within LFACs is available, BellSouth shall make available to NorthPoint a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow NorthPoint to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by NorthPoint.
- 2.5.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.
- 2.5.3 This process is available to NorthPoint based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that is most compatible with advanced data services (e.g. xDSL, etc).
- 2.5.4 The interval for this Loop Make-Up Service Inquiry process is no greater than seven (7) business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.
- 2.5.5 NorthPoint shall submit a Service Inquiry for Loop Make-Up to the NorthPoint account representative or the CRSG. BellSouth will perform the loop make-up and return the completed Loop Make-Up to NorthPoint. The Parties understand

**ATTACHMENT 1 TO THE AMENDMENT
DATED _____**

that Loop Make-Up is offered in order for NorthPoint to best determine the type of loop to order at a given location.

- 2.5.6 When requested, in a Loop Make-Up request, BellSouth will reserve pair(s) for which the Loop Make-Up was requested NorthPoint shall have up to four (4) business days to make such a reservation of pair.
- 2.5.7 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Makeup Service Inquiry for each state.

2.6 Loop Conditioning

- 2.6.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by NorthPoint, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.6.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.6.3 BellSouth shall recover the cost of line conditioning requested by NorthPoint through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).
- 2.6.4 In those cases where NorthPoint has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
- 2.6.5 BellSouth agrees to notify NorthPoint, on an order-by-order basis, of the estimated total amount of time required for BellSouth to complete loop conditioning. BellSouth agrees to notify NorthPoint within two (2) business days after such a determination is made.
- 2.6.6 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Conditioning for each state.

EXHIBIT A

2-Wire Unbundled Copper Loop (18kft or less)*	USOC	AL Rates	FL Rates	GA Rates	KY Rates	LA Rates	MS Rates	NC Rates	SC Rates	TN Rates
Recurring	UCLPB	\$15.11	\$18.00	\$13.97	\$11.89	\$21.00	\$14.83	\$19.00	\$20.81	\$12.16
Non-Recurring										
Non-Recurring 1st	UCLPB	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$450.00	\$600.61	\$270.01
Non-Recurring Add'l	UCLPB	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$390.00	\$507.33	\$234.63
Manual Svc Ord –1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$47.00	\$25.52	
Manual Svc Ord -Adl	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$21.00	\$47.00	
Manual Svc. Ord - Dis	SOMAN	\$17.77		\$142.27/ \$37.86	\$17.77	\$11.41	\$16.06		\$21.00	
Order Coordination 1 st & Add'l.	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29
Disconnect – 1st	UCLPB					\$72.54	\$105.86			\$74.54
Disconnect – Add'l	UCLPB					\$39.42	\$57.25			\$39.14
2-Wire Unbundled Copper Loop (> 18kft)*										
Recurring	UCL2L	\$40.00	\$35.00	\$41.61	\$40.00	\$37.00	\$45.00	\$35.00	\$40.00	\$35.00
Non-Recurring										
Non-Recurring 1st	UCL2L	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$450.00	\$600.61	\$270.01
Non-Recurring Add'l	UCL2L	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$390.00	\$507.33	\$234.63
Manual Svc Ord –1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$47.00	\$25.52	
Manual Svc Ord -Adl	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$21.00	\$47.00	
Manual Svc. Ord - Dis	SOMAN	\$17.77		\$142.27/ \$37.86	\$17.77	\$11.41	\$16.06		\$21.00	
Order Coordination 1 st & Add'l.	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29
Disconnect – 1st	UCL2L					\$72.54	\$105.86			\$74.54
Disconnect – Add'l	UCL2L					\$39.42	\$57.25			\$39.14
Unbundled Loop Modification*										
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	\$880.08/ \$27.30								
Bridged Tap Removal per pair unloaded	ULMBT	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14
Loop Make-Up Service Inquiry*										
Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$176.88	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75

* These rates are interim rates, subject to true-up