

**AMENDMENT  
TO THE INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA  
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T CONNECTICUT  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA  
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN  
OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND AT&T MISSOURI  
AND  
COVAD COMMUNICATIONS COMPANY  
DIECA COMMUNICATIONS, INC.  
DIECA COMMUNICATIONS, INC. dba COVAD**

**WHEREAS**, this Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Pacific Bell Telephone Company d/b/a AT&T California<sup>1</sup>, The Southern New England Telephone Company d/b/a AT&T Connecticut<sup>2</sup>, Ameritech/Illinois Bell Telephone Company d/b/a AT&T Illinois<sup>3</sup>, Ameritech/Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana<sup>4</sup>, Ameritech/Michigan Bell Telephone Company d/b/a AT&T Michigan<sup>5</sup>, Ohio Bell Telephone Company d/b/a AT&T Ohio<sup>6</sup>, and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri and AT&T Texas (collectively "AT&T")<sup>7</sup> and Covad Communications Company, DIECA Communications, Inc. dba Covad and DIECA Communications, Inc. ("CLEC") (collectively, the "Parties") entered into interconnection agreements in each state relating to local interconnection, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and shall apply to the states of California, Connecticut, Illinois, Indiana, Michigan, Missouri, Ohio, and Texas;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The Parties agree to amend each Agreement by adding the attached Appendix Local Number Portability.

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<sup>1</sup> Pacific Bell Telephone Company, a California corporation, is now doing business in California as AT&T California.

<sup>2</sup> The Southern New England Telephone Company does business under the name AT&T Connecticut.

<sup>3</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name AT&T Illinois pursuant to an assumed name filing with the State of Illinois.

<sup>4</sup> Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name AT&T Indiana.

<sup>5</sup> Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name AT&T Michigan pursuant to an assumed name filing with the State of Michigan.

<sup>6</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name AT&T Ohio.

<sup>7</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as AT&T Missouri and in Texas as AT&T Texas.

### 3. AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be filed with and is subject to approval by: Public Utilities Commission of the State of California (CA-PUC), the Connecticut Department of Public Utility Control (DPUC), the Illinois Commerce Commission (IL-CC), the Indiana Utilities Regulatory Commission (IN-URC), the Michigan Public Service Commission (MI-PSC), the Missouri Public Service Commission (MO-PSC), the Public Utilities Commission of Ohio (PUC-OH), and the Public Utility Commission of Texas (PUC-TX) and shall become effective ten (10) days following approval by such Commission except for Connecticut and Ohio. For Connecticut, this Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. For Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31<sup>st</sup> day after filing.

### 4. TERM OF AMENDMENT

4.1 This Amendment shall not modify or extend the Effective Date or Term of each Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

### 5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

The Parties are currently negotiating contract language that addresses SBC ILEC's obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements, if any, in light of the current lawful and effective FCC rules and associated FCC and judicial orders. By executing this contract amendment, neither Party waives any of its rights with regards to SBC ILEC's obligations to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements in light of the current lawful and effective FCC rules and associated FCC and judicial orders.

### 6. MISCELLANEOUS

6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.

6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

**IN WITNESS WHEREOF**, this Amendment to the Agreement was exchanged in triplicate by AT&T, signing by and through its duly authorized representative, and Covad Communications Company, DIECA Communications, Inc. dba Covad and DIECA Communications, Inc., signing by and through its duly authorized representative.

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

Pacific Bell Telephone Company d/b/a AT&T  
 California, The Southern New England Telephone  
 Company d/b/a AT&T Connecticut, Illinois Bell  
 Telephone Company d/b/a AT&T Illinois, Indiana Bell  
 Telephone Company Incorporated d/b/a AT&T  
 Indiana, Michigan Bell Telephone Company d/b/a  
 AT&T Michigan, Southwestern Bell Telephone, L.P.  
 d/b/a AT&T Missouri and AT&T Texas and The Ohio  
 Bell Telephone Company d/b/a AT&T Ohio  
 by AT&T Operations, Inc., its authorized agent

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name: James A. Kirkland  
 (Print or Type)

Name: Rebecca L. Sparks  
 (Print or Type)

Title: SVP, Strategic Dev & GC  
 (Print or Type)

Title: Executive Director-Regulatory

Date: 5/9/06

Date: MAY 16 2006

	<u>AECN/OCN #</u>	<u>ACNA</u>		<u>AECN/OCN #</u>	<u>ACNA</u>
CALIFORNIA	<u>7871</u>	<u>OVC</u>	MICHIGAN	<u>4685</u>	<u>OVC</u>
CONNECTICUT	<u>2996</u>	<u>OVC</u>	MISSOURI	<u>4687</u>	<u>OVC</u>
ILLINOIS	<u>4681</u>	<u>OVC</u>	OHIO	<u>3286</u>	<u>OVC</u>
INDIANA	<u>4682</u>	<u>OVC</u>	TEXAS	<u>4694</u>	<u>OVC</u>