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May 25, 2004

Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc. d/b/a Covad Communications Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with DIECA Communications, Inc. d/b/a Covad Communications Inc.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

Marshall M. Criser, III / RH
Regulatory Vice President

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AS

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**Amendment to the Agreement
Between
DIECA Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated December 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. ("Covad"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, 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 hereby agree to delete Sections 4.3.6 and 4.3.7 of Attachment 2 and replace with Sections 4.3.6 and 4.3.7 as follows:

4.3.6 To order EELs Covad must meet the requirements in Section 4.3.7.1

4.3.7 Special Access Service Conversions

4.3.7.1 Covad may not convert special access services to combinations of loop and transport network elements, whether or not Covad self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Covad uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Covad requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Covad shall provide to BellSouth a letter certifying that Covad is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Covad seeks to qualify for conversion of special access circuits. Covad shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

4.3.7.1.1 Covad certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Covad's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Covad is the end user's only local service provider, and thus, is providing more than a significant amount of

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local exchange service. Covad can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

4.3.7.1.2 Covad certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Covad's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

4.3.7.1.3 Covad certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Covad does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

4.3.7.2 In addition, there may be extraordinary circumstances where Covad is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 4.3.7.1. In such case, Covad may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Covad's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

2. All of the other provisions of the Agreement, dated December 19, 2001, shall remain in full force and effect.
3. 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.

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

BellSouth Telecommunications, Inc.

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

By: [Signature]
Name: Robert C. Love
Title: Director
Date: 5/5/04

By: [Signature]
Name: James A. Kirkland
Title: SVP & General Counsel
Date: 4/26/04