

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS
BETWEEN**

The Verizon Parties

AND

The Covad Parties

This Amendment (this "Amendment"), effective (a) in the State of California, upon the approval of the California Public Utilities Commission and (b) as of February 16th, 2010 otherwise (the "Amendment Effective Date"), amends each of the Interconnection Agreements listed in Attachment 1 between a Verizon Incumbent Local Exchange Carrier ("ILEC") (individually and, collectively, as appropriate, "Verizon"), and a Covad Competitive Local Exchange Carrier ("CLEC") (individually and, collectively, as appropriate, "Covad"), in California, the District of Columbia, Delaware, Florida, Maryland, New Jersey, North Carolina, Ohio, Oregon, Rhode Island, Texas, Virginia (fBA), Virginia (fGTE) and Washington (each a "State" and, collectively, the "States"). Verizon and Covad may be hereinafter referred to individually as a "Party" and, collectively, as the "Parties". This Amendment only covers the services addressed herein that Verizon provides in its operating territories in the States.

WITNESSETH:

WHEREAS, Verizon and Covad are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), in the States (each an "Agreement" and, collectively, the "Agreements"); and

WHEREAS, the Parties wish to amend the Agreements as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments to Agreements.** The Parties agree that the terms and conditions set forth in Section 2 below shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein, all of which shall apply to and be a part of the Agreements (hereinafter referred to as the "Amended Agreements") notwithstanding any other term or condition of the Agreements.
2. **Line and Station Transfers.** Notwithstanding anything in the Agreements to the contrary, if Covad orders a loop that is determined to be xDSL compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL compatible Loop is found within the serving terminal, Verizon will perform a line and station transfer (LST or "pair swap") whereby the Verizon technician will transfer service from one existing Loop facility onto an alternate existing xDSL compatible Loop facility serving the same location. Verizon performs line and station transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs

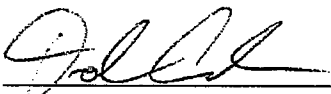
a line and station transfer for line sharing loops, and additional charges shall apply as set forth in Attachment A to this Amendment.

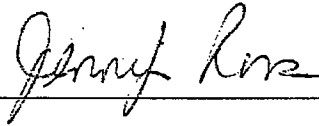
3. Conflict Between this Amendment and the Agreements. This Amendment shall be deemed to revise the terms and conditions of the Agreements to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in an Agreement, or in an Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
5. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Agreements only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreements shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the respective termination dates of the Amended Agreements, or to affect the right of a Party to exercise any right of termination it may have under an Amended Agreement.
7. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
8. Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
9. Waivers. A failure or delay of either Party to enforce any of the provisions of the Amended Agreements, or any right or remedy available under an Amended Agreement, or at law or in equity, or to require performance of any of the provisions of the Amended Agreements, or to exercise any option that is provided under an Amended Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
10. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the respective Agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**Covad Communications Company, on behalf of
the Covad Parties**

**Verizon Services Corp.
on behalf of the Verizon Parties**

By: 

By: 

Printed: Douglas Carlen

Printed: Jennifer Ross

Title: SVP – General Counsel

Title: Director - Interconnection

Date: 2/23/10

Date: 3/4/10

ATTACHMENT A

1. Charges for Line and Station Transfers Generally.

Verizon may bill, and Covad shall pay, the rates and charges specified on Exhibit 1 to this Attachment A for services performed by Verizon in connection with a line and station transfer. The rates and charges specified in Exhibit 1 include charges for work performed by Verizon for the line and station transfer but do not include charges for any other work (including, for example but not by way of limitation, a directory listing charge) that may be performed by Verizon on the same Loop. The rates and charges specified in Exhibit 1 to this Attachment A shall be automatically superseded by any Tariff, and also by any new charge(s) required, approved, or otherwise allowed to go into effect by the relevant Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new charge(s) are not subject to a stay issued by any court of competent jurisdiction.

Exhibit 1 to Attachment A

Non-Recurring Charges ("NRCs") for Line and Station Transfers

Jurisdiction	NRC
California	\$147.75
District of Columbia	\$140.56
Delaware	\$140.27
Florida	\$147.75
Maryland	\$147.75
New Jersey	\$116.58
North Carolina	\$147.75
Ohio	\$147.75
Oregon	\$147.75
Rhode Island	\$126.65
Texas	\$147.75
Virginia (fBA)	\$127.28
Virginia (fGTE)	\$127.28
Washington	\$147.75

ATTACHMENT 1

**INTERCONNECTION AGREEMENTS BETWEEN COVAD AND VERIZON
IN EFFECT AS OF THE AMENDMENT EFFECTIVE DATE**

Covad Legal Entity Name	Verizon Legal Entity Name	State	Agreement Effective Date	Amd #
Covad Communications Company	Verizon California Inc., f/k/a GTE California Incorporated	CA	9/3/1997	10
DIECA Communications, Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	10/7/1998	5
DIECA Communications, Inc.	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	12/4/1998	4
DIECA Communications, Inc. d/b/a Covad Communications Company	Verizon Florida LLC, f/k/a Verizon Florida Inc.	FL	10/19/2007	2
DIECA Communications, Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc	MD	10/7/1998	3
DIECA Communications, Inc.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	NJ	10/7/1998	3
Covad Communications Company	Verizon South Inc., f/k/a GTE South Incorporated	NC	5/3/1999	3
DIECA Communications, Inc. d/b/a Covad Communications Company	Verizon North Inc., f/k/a GTE North Incorporated	OH	7/30/1999	3
Covad Communications Company	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	OR	8/12/1999	3
DIECA Communications, Inc. d/b/a Covad Communications Company	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	3/20/2000	3
Covad Communications Company	GTE Southwest Incorporated, d/b/a Verizon Southwest	TX	8/9/1999	5
DIECA Communications, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	10/7/1998	2
DIECA Communications, Inc.	Verizon South Inc., f/k/a GTE South Incorporated	VAw	8/12/1999	3
Covad Communications Company	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	WA	5/4/1999	5