

081903

AMENDMENT

TO INTERCONNECTION AGREEMENT

by and between

**SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC MISSOURI  
AND**

**COVAD COMMUNICATIONS COMPANY**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri<sup>1</sup> ("SBC Missouri") and Covad Communications Company ("CLEC") is hereby amended as follows:

(1) The Attachment HFPL Ordering on Pending Voice accounts, which is attached hereto and incorporated herein by this reference, is hereby added to the Agreement.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC issued a press release in connection with the adoption of its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999),

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<sup>1</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 SBC Missouri.

its 1 Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCAS w/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available F&T Solution for HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth in this Amendment, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be invalidated, modified or stayed upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement associated with any such invalidation, modification or stay. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, AND SUCH TERMS ARE HEREBY INCORPORATED BY REFERENCE AND THE PARTIES HEREBY REAFFIRM THE TERMS AND PROVISIONS THEREOF.

(5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission of the State of Missouri (MO-PSC) and shall become effective ten (10) business days after both Parties' final authorizing signatures have been affixed..

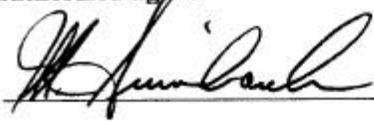
AMENDMENT- -ADD ATTACHMENT HFPL ORDERING ON PENDING VOICE ACCOUNTS  
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SBC/COVAD COMMUNICATIONS COMPANY  
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IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 9<sup>th</sup> day of September, 2003, by SBC Missouri, signing by and through its duly authorized representative, and Covad Communications Company, signing by and through its duly authorized representative.

**Covad Communications Company**

**Southwestern Bell Telephone, L.P. d/b/a  
SBC Missouri  
By SBC Telecommunications, Inc.,  
Its authorized agent**

By: 

By: 

Title: Inter. m General Counsel

Title: For/President - Industry Markets

Name: Susan J. Davis

(Print or Type)

Name: Mike Auinbauh

(Print or Type)

Date: 9/3/03

Date: SEP 09 2003