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Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

July 17, 2000

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RECORDS AND REPORTING

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

000877-TP

Re: Approval of two Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NorthPoint Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and NorthPoint Communications, Inc. are submitting to the Florida Public Service Commission two amendments to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NorthPoint Communications, Inc. The Commission approved the initial agreement between the companies in Order No. 98-1329-FOF-TP issued October 12, 1998 in Docket 980626-TP.

980865-TP

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and NorthPoint Communications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

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[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08631 JUL 17 8

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between NorthPoint Communications, Inc. and BellSouth Telecommunications, Inc., dated 06/09/1998, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	6
TOTAL	6

**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]

Name: Steve Borosh

Title: General Counsel

Date: June 7, 2000

BellSouth Telecommunications, Inc.

By: [Signature]

Name: Jerry Hendrix

Title: Senior Director

Date: 6/8/00

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 in order for NorthPoint to identify the correct binding post or terminal location. BellSouth and NorthPoint may mutually agree to adopt

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ATTACHMENT 1 TO THE AMENDMENT
DATED _____

- 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	\$880.08/ \$27.30	\$880.08/ \$27.30	\$880.08/ \$27.30	\$880.08/ \$27.30	\$880.08/ \$27.30	\$880.08/ \$27.30	\$880.08/ \$27.30	\$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

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between NorthPoint Communications, Inc. and BellSouth Telecommunications, Inc., dated 05/31/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	21
TOTAL	21

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

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and NorthPoint Communications, Inc. ("NorthPoint"), as of the 26th day of May 2000. (BellSouth and NorthPoint are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on June 9, 1998, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to NorthPoint unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree as follows:

1.0 Attachment 2 of the Agreement shall be amended by adding the following Section 16:

16 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

16.1 GENERAL

BellSouth shall provide NorthPoint access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide NorthPoint with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

16.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow NorthPoint the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz,

depending on equipment and facilities) for the purposes of providing voice service. NorthPoint shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. NorthPoint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

16.1.2 The following loop requirements are necessary for NorthPoint to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and NorthPoint shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable NorthPoint to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and NorthPoint shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If NorthPoint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, NorthPoint shall pay for the loop to be restored to its original state.

16.1.3 NorthPoint's meet point is the point of termination for NorthPoint's or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the NorthPoint's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the NorthPoint's xDSL equipment in the NorthPoint's collocation space.

16.1.4 NorthPoint shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

16.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTERS

16.2.1 BellSouth will provide NorthPoint with access to the High Frequency Spectrum as follows:

- 16.2.1.1** BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, NorthPoint and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Exhibit A of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of NorthPoint's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and NorthPoint will reevaluate this forty-two (42) day interval on or before August 1, 2000.
- 16.2.1.2** On or after June 6, 2000, once a splitter is installed on behalf of NorthPoint in a central office, NorthPoint shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
- 16.2.1.3** BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide NorthPoint access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide NorthPoint with a carrier notification letter at least 30 days before of such change and shall work collaboratively with NorthPoint to select a

mutually agreeable brand of splitter for use by BellSouth. NorthPoint shall thereafter purchase ports on the splitter as set forth more fully below.

- 16.2.1.4 BellSouth will install the splitter in (i) a common area close to the NorthPoint collocation area, if possible; or (ii) in a BellSouth relay rack as close to the NorthPoint DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified NorthPoint DS0 at such time that a NorthPoint end user's service is established. The parties shall work collaboratively towards providing NorthPoint the ability to hard-wire rather than cross connect to the splitter data ports.
- 16.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and NorthPoint desires to continue providing xDSL service on such loop, NorthPoint shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and NorthPoint desires to continue providing xDSL service on such loop, NorthPoint shall be required to purchase the full stand-alone loop unbundled network element. BellSouth shall give NorthPoint notice in a reasonable time prior to disconnect, which notice shall give NorthPoint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice.
- 16.2.1.6 NorthPoint and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and NorthPoint agree that NorthPoint is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop

carrier. BellSouth will provide NorthPoint with access to feeder subloops at UNE prices. BellSouth and NorthPoint will work together to establish methods and procedures for providing NorthPoint access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

- 16.2.1.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 16.2.1.8 To order the High Frequency Spectrum on a particular loop, NorthPoint must have a DSLAM, or access to a DSALM, that serves the end-user of such loop. BellSouth shall allow NorthPoint to order splitters in central offices where NorthPoint is in the process of collocating or augmenting their current collocation arrangement. BellSouth will begin billing NorthPoint the Recurring and Non-Recurring charges associated with the splitter once notification of the completed splitter installation is provided to NorthPoint by BellSouth via the splitter completion notice. BellSouth will install these splitters within the interval provided in paragraph 16.2.1.1.
- 16.2.1.9 BellSouth will devise a splitter order form that allows NorthPoint to order a portion of the shelf or a full shelf of splitter ports.
- 16.2.1.10 BellSouth will provide NorthPoint the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 16.2.1.11 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals:

16.2.1.11.1

Lines	FOC or Error notice	After LSR Receipt
1-5	48 hours manual Less than 24 hours electronic	3 Business days
6-10	48 hours manual Less than 24 hours electronic	5 Business days
10 +	48 hours manual Less than 24 hours electronic	To Be Negotiated

BellSouth and NorthPoint will re-evaluate these intervals on or before August 1, 2000. Upon BellSouth's deployment of real-time, flow through ordering systems referenced in 16.2.1.12, BellSouth will provide FOCs and error notification to NorthPoint in real-time, or as close to real-time as possible, and in no event greater than a monthly average of 4 hours.

- 16.2.1.12 NorthPoint will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. NorthPoint and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. In particular, BellSouth will work with NorthPoint to develop a real-time, mechanized, integratable preordering and ordering functionality with real-time flow through functionality with a target of the 4th Quarter 2000.

16.3 MAINTENANCE AND REPAIR

- 16.3.1 NorthPoint shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. NorthPoint may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 16.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. NorthPoint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 16.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call NorthPoint. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 16.3.4 BellSouth and NorthPoint will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which NorthPoint has access to the High Frequency Spectrum. The Parties will continue to work

together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

16.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

16.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

16.3.4.3 BellSouth and NorthPoint will work together to provide NorthPoint the ability to have remote access to BellSouth's testing capability on a non discriminatory basis for those loops where NorthPoint has access to the High Frequency Spectrum.

16.3.5 In the event NorthPoint's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify NorthPoint and allow twenty-four (24) hours to cure the trouble. If NorthPoint fails to resolve the trouble, BellSouth may discontinue NorthPoint's access to the High Frequency Spectrum on such loop.

16.4 PRICING

16.4.1 BellSouth and NorthPoint agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state

ACTIVATION - PER OCCURRENCE										
Monthly recurring		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Non Recurring - 1st		\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
Non Recurring - Add'l.		\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22
SUBSEQUENT ACTIVITY - PER OCCURRENCE -	ULSDS									
Non Recurring - 1st		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Non Recurring - Add'l.		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15

16.4.3 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

2.0 BellSouth shall make available to NorthPoint any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If NorthPoint elects to adopt such agreement, NorthPoint shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3.0 In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

4.0 All of the other provisions of the Agreement shall remain in full force and effect.

5.0 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: 

Name: Glenn A. Harris

Title: Asst Gen. Counsel

Date: 6/5/00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 5/31/00

EXHIBIT A

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.
2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 28, 2000.

Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25-splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
6. In the event there are more than four (4) orders submitted on or before April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000, will be worked until after all orders received on or before April 28, 2000 have been completed.
9. Once all orders received on or before April 28, 2000, have been worked in their entirety, orders received after April 28, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rhythms, NorthPoint, New
Edge

CLLI Combined Ranking

MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41

ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSE	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47

1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99

696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151

293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASC SH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203

1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASC SA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASC SW	SC	228
440	LSVLKYTS	KY	229
1257	CRHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLA CL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255

728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSE	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307

11	BLFNALMA	AL	308
427	LSVLKY28	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNCDU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNESCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359

527	WNCHKYMA	KY	360
58	MOBLALSF	AL	381
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396