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April 1, 2002

Scott Sawyer
Vice President – Regulatory Affairs
Conversent Communications
222 Richmond Street, Suite 301
Providence, Rhode Island 02903

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Sawyer:

Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts (“Verizon”), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Conversent Communications of Massachusetts, LLC (“Conversent”) wishes to adopt certain terms of the Interconnection Agreement between Sprint Communications Company L.P. (“Sprint”) and Verizon that was approved by the Massachusetts Department of Telecommunications and Energy (the “Commission”) as an effective agreement in the Commonwealth of Massachusetts, as such agreement exists on the date hereof after giving effect to operation of law (“Sprint Agreement”).

Conversent wishes to adopt the following provisions of the Sprint Agreement from Part II – Unbundled Network Elements and Combinations: sections 1.2.12 (“Dark Fiber”), 1.7 (“Limitations on Unbundled Access”) and 1.10 (“Maintenance of Unbundled Network Elements”). (The provisions of the Sprint Agreement specified above shall hereinafter be referred to as the “Terms”). I understand Conversent has a copy of the Terms. Please note the following with respect to Conversent’s adoption of the Terms.

1. By Conversent’s countersignature on this letter, Conversent hereby represents and agrees to the following three points:
 - (A) Conversent adopts (and agrees to be bound by) the Terms of the Sprint Agreement for interconnection as it is in effect on the date hereof after

giving effect to operation of law, and in applying the Terms, agrees that Conversent shall be substituted in place of Sprint Communications Company L.P and Sprint in the Terms wherever appropriate.

- (B) Notice to Conversent and Verizon as may be required under the Terms shall be provided as follows:

To Conversent:

Attention: David L. Mayer
General Counsel
Conversent Communications of Massachusetts, LLC
222 Richmond Street, Suite 301
Providence, RI 02903
Telephone number: 401-490-6353
FAX number: 401-272-9751
Internet Address: dmayer@conversent.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) Conversent represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only.
2. Conversent's adoption of the Sprint agreement Terms shall become effective on April 8, 2002. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized

officer of Conversent. Conversent's adoption of the Sprint agreement Terms is currently scheduled to expire on July 19, 2004.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Conversent's 252(i) election.
4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny Conversent's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to Conversent are greater than the costs of providing them to Sprint;
 - (b) if the provision of the Terms to Conversent is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to Conversent under applicable law.
6. Should Conversent attempt to apply the Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against Conversent under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and

Conversent's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of Conversent resulting from Conversent's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Please arrange for a duly authorized representative of Conversent to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1:

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

(SIGNATURE)

(PRINT NAME)

c: Stephen Hughes – Verizon