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June 2, 2003

Gregory P. McGraw
President and CEO
Cypress Communications Operating Company
3575 Piedmont Road
15 Piedmont Center, Suite 100
Atlanta, Georgia 30305

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. McGraw:

Verizon New England Inc. d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with its principal place of business at 15 Franklin Street, Boston, MA 02110, has received your letter stating that, pursuant to paragraph 31(a) of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Cypress Communications Operating Company, Inc. ("Cypress"), a Delaware corporation with its principal place of business at 15 Piedmont Center, Suite 100, Atlanta, Georgia 30305, wishes to provide services to customers in Verizon's service territory in the Commonwealth of Massachusetts by adopting the voluntarily negotiated terms of the Interconnection Agreement between ICG Telecom Group, Inc. ("ICG") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the State of California, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon California Terms").

I understand that Cypress has a copy of the Verizon California Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to Cypress's adoption of the Verizon California Terms.

1. By Cypress's countersignature on this letter, Cypress hereby represents and agrees to the following four points:

- (A) Cypress agrees to be bound by and adopts in the service territory of Verizon, the Verizon California Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon California Terms, agrees that Cypress shall be substituted in place of ICG Telecom Group, Inc. and ICG in the Verizon California Terms wherever appropriate.
- (B) Notice to Cypress and Verizon as may be required or permitted under the Verizon California Terms shall be provided as follows:

To Cypress:

Attention: Gregory P. McGraw
President and CEO
Cypress Communications Operating Company
3575 Piedmont Road
15 Piedmont Center, Suite 100
Atlanta, Georgia 30305
Telephone Number: 404-442-0043
Facsimile Number: 404-442-0057
Internet Address: gmcgraw@cypresscom.net

with a copy to:

Norman B. Gerry, Esq.
Gerry & Saprnov, LLP
3 Ravinia Drive
Suite 1455
Atlanta, Georgia 30346
Telephone Number: 770-399-9100
Facsimile Number: 770-395-0505
Internet Address: ngerry@gstelecomlaw.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 North Court House Road, Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) Cypress represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Verizon California Terms will only cover services in the service territory of Verizon in the Commonwealth of Massachusetts.
 - (D) In the event an interconnection agreement between Verizon and Cypress is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (E) Terms, conditions and prices contained in tariffs cited in the Verizon California Terms shall not be considered negotiated and are excluded from Cypress's adoption. Specifically with respect to the reference in the Resale Attachment of the Verizon California Terms to Verizon's Resale Tariff Schedule Cal. P.U.C. No. K-5, for purposes of this adoption, this reference shall be deemed to refer to the DTE MA No. 14 Resale Services.
2. Cypress's adoption of the Verizon California Terms shall become effective on June 9, 2003. Verizon shall file this adoption letter with the Massachusetts Department of Telecommunications and Energy ("Commission") promptly upon receipt of an original of this letter, countersigned by an authorized officer of Cypress. The term and termination provisions of the ICG/Verizon California agreement shall govern Cypress's adoption of the Verizon California Terms. Cypress's adoption of the Verizon California Terms is currently scheduled to expire on June 20, 2004.
 3. As the Verizon California Terms are being adopted by Cypress pursuant to the Merger Conditions, Verizon does not provide the Verizon California Terms to Cypress as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon California Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon California Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon California Terms, or to seek

review of any provisions included in these Verizon California Terms as a result of Cypress's election pursuant to the Merger Conditions.

4. For avoidance of doubt, please note that adoption of the Verizon California Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon California Terms.² Moreover, in light of the *FCC Remand Order*, even if the Verizon California Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Remand Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet Traffic.⁴
5. Cypress's adoption of the Verizon California Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose Cypress's adoption of the

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ *See, e.g.*, 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. *See, e.g.*, Merger Conditions ¶32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

⁴ *FCC Remand Order* ¶82.

Verizon California Terms at this time, subject to the following reservations and exclusions:

- (A) Verizon's standard pricing schedule for interconnection agreements in Massachusetts (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to Cypress's adoption of the Verizon California Terms. Cypress should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon California Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
 - (B) Cypress's adoption of the Verizon California Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the Commonwealth of Massachusetts and with applicable collective bargaining agreements.
 - (C) Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon California 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 Verizon California Terms.
 - (D) Cypress's adoption does not include any terms that were arbitrated in the Verizon California Terms.
6. Verizon reserves the right to deny Cypress's adoption and/or application of the Verizon California Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon California Terms to Cypress are greater than the costs of providing them to ICG;
 - (B) if the provision of the Verizon California Terms to Cypress is not technically feasible;
 - (C) if the Verizon California Terms were negotiated between ICG and Verizon California on or before June 30, 2000; and/or

- (D) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
7. Should Cypress attempt to apply the Verizon California Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against Cypress 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 Cypress’s adoption of the Verizon California Terms shall in no way impair such rights of Verizon; and (ii) all rights of Cypress resulting from Cypress’s adoption of the Verizon California 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.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Cypress 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, C, D and E of paragraph 1:

CYPRESS COMMUNICATIONS OPERATING COMPANY, INC.

By _____

Title _____

Attachment

c: Liz Hickey – Verizon (w/out attachments)