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May 19, 2003

Brad Sonnenberg, Esq.
Senior Vice President and General Counsel
Covad Communications Company
3420 Central Expressway
Santa Clara, CA 95051

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Sonnenberg:

Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon”), a New York corporation with its principal place of business at 185 Franklin Street, Boston, Massachusetts 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, Covad Communications Company (“Covad”), a California corporation with its principal place of business at 3420 Central Expressway, Santa Clara, CA 95051, wishes to provide services to customers in Verizon’s service territory in the Commonwealth of Massachusetts by adopting certain provisions of the voluntarily negotiated terms of the Interconnection Agreement between NUI Telecom, Inc. (“NUI”) and Verizon Maryland Inc. (“Verizon Maryland”) that was approved by the Maryland Public Service Commission as an effective agreement in the State of Maryland, as such agreement exists on the date hereof after giving effect to operation of law. Covad agrees to adopt only the following provisions from the NUI agreement, including associated definitions (i.e., the applicable definitions for this adoption of any capitalized phrases referred to in the following sections of the NUI agreement shall be from the Section 2 of the Glossary (Definitions) of the NUI agreement, which definitions, for avoidance of doubt, shall not apply to other Covad agreements):

Network Elements Attachment, Section 5 (Line Splitting)

In addition, Network Elements Attachment, Section 1 (General), Section 2 (Verizon's Provision of Network Elements – Introductory paragraph and subsection 2.3), Section 15 (Maintenance of Network Elements) and Section 17 (Rates and Charges) shall apply to the adoption of Section 5 and, for the avoidance of doubt, shall not apply to other Covad agreements.

(The provisions of the NUI agreement specifically identified above as subject to the adoption shall hereinafter be referred to as the "Verizon Maryland Terms").

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

1. By Covad's countersignature on this letter, Covad hereby represents and agrees to the following four points:
 - (A) Covad agrees to be bound by and adopts in the service territory of Verizon, the Verizon Maryland Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon Maryland Terms, agrees that Covad shall be substituted in place of NUI Telecom, Inc. and NUI in the Verizon Maryland Terms wherever appropriate.
 - (B) Notice to Covad and Verizon as may be required or permitted under the Verizon Maryland Terms shall be provided as follows:

To Covad:

Attention: National Registered Agents, Inc.
303 Congress Street
2nd Floor
Boston, MA 02210
Telephone Number: 800-767-1553
Facsimile Number: 609-716-0820
Internet Address: accounting@NRAI.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) Covad 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 Maryland 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 Covad is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the Line Splitting terms, if applicable, of the Original ICA, and shall replace in their entirety the Line Splitting 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.
2. Covad's adoption of the Verizon Maryland Terms shall become effective on May 19, 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 Covad. The term and termination provisions of the NUI/Verizon Maryland agreement shall govern Covad's adoption of the Verizon Maryland Terms. Covad's adoption of the Verizon Maryland Terms is currently scheduled to expire on September 19, 2004.
 3. As the Verizon Maryland Terms are being adopted by Covad pursuant to the Merger Conditions, Verizon does not provide the Verizon Maryland Terms to Covad as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon Maryland Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon Maryland 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 Maryland Terms, or to seek review of any provisions included in these Verizon Maryland Terms as a result of Covad's election pursuant to the Merger Conditions.
 4. Covad's adoption of the Verizon Maryland 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 Covad's adoption of the Verizon Maryland 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), shall apply to Covad's adoption of the Verizon Maryland Terms. Covad should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon Maryland 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) Covad's adoption of the Verizon Maryland 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 Maryland 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 Maryland Terms.
 - (D) Terms, conditions and prices contained in tariffs cited in the Verizon Maryland Terms shall not be considered negotiated and are excluded from Covad's adoption.
 - (E) Covad's adoption does not include any terms that were arbitrated in the Verizon Maryland Terms.
5. Verizon reserves the right to deny Covad's adoption and/or application of the Verizon Maryland Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon Maryland Terms to Covad are greater than the costs of providing them to NUI;

- (B) if the provision of the Verizon Maryland Terms to Covad is not technically feasible;
 - (C) if the Verizon Maryland Terms were negotiated between NUI and Verizon Maryland 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.
6. Should Covad attempt to apply the Verizon Maryland Terms in a manner that conflicts with paragraphs 3-5 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 Covad 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 Covad’s adoption of the Verizon Maryland Terms shall in no way impair such rights of Verizon; and (ii) all rights of Covad resulting from Covad’s adoption of the Verizon Maryland 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 Covad 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, and D of paragraph 1:

COVAD COMMUNICATIONS COMPANY

By _____

Title _____

Attachment

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