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January 30, 2004

**VIA EMAIL AND UPS OVERNIGHT**

Anthony M. Black  
Tobin O'Connor & Ewing  
908 King Street  
Suite 200  
Alexandria, VA 22314

Re: Interconnection Agreement Amendment

Dear Mr. Black:

In accordance with our prior exchange of correspondence and on behalf of Advanced TelCom Group, Inc., BridgeCom International, Inc., Broadview Networks, Inc., Bullseye Telecom, Inc., Comcast Phone, LLC and its Subsidiaries, Comcast Business Communications, Inc., Comcast Phone of Maryland, Inc., Comcast Phone of Northern Virginia, Inc., Conversent Communications, LLC, Cordia Corporation, Covad Communications Corporation and DIECA Communications, Inc., DSCI Corporation, Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc., InfoHighway Communications Corporation, KMC Telecom III LLC, KMC Telecom V, Inc., KMC Data LLC, Metropolitan Telecommunications, Inc., VeraNet Solutions, and XO Communications, Inc., (the "Carriers") enclosed herewith please find the Carriers' proposed interconnection agreement amendment (the "Proposed Amendment"). The Proposed Amendment, which accurately reflects the Federal Communications Commission's Triennial Review Order, is in accord with your previous request that each carrier respond by "proposing any specific changes it wishes to the amendment."

While we submit this Proposed Amendment on behalf of the Carriers, each carrier reserves the right to proceed individually later in the process, as its particular interests may dictate. That right notwithstanding, it is our intention to begin the negotiation process in a collective fashion, based on the Proposed Amendment.

We look forward to discussing and hopefully resolving any issues that may exist following Verizon's review of the Proposed Amendment. In the meantime, we trust that Verizon

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will refrain from taking any action that is inconsistent with its obligations under applicable law and the terms of the parties' interconnection agreements, including, but not limited to, any attempts to cease the provisioning of unbundled network elements. For example, while the enclosed amendment includes terms addressing network modifications, the FCC's clarification that ILECs must perform routine network modifications to provision UNE orders is completely self-executing. The listed Carriers reserve all rights to seek enforcement of this and all other rights during the negotiation (and, if necessary, arbitration) process.

Sincerely yours,

/s/

Edward A. Yorkgitis, Jr.  
Genevieve Morelli  
Steven A. Augustino  
Enrico C. Soriano  
Andrew M. Klein  
Counsel to  
Advanced TelCom Inc.  
BridgeCom International, Inc.  
Broadview Networks, Inc.  
Bullseye Telecom, Inc.  
Comcast Phone, LLC and its Subsidiaries,  
Comcast Business Communications, Inc.,  
Comcast Phone of Maryland, Inc., and  
Comcast Phone of Northern Virginia, Inc.  
Conversent Communications LLC  
Cordia Corporation  
Covad Communications Corporation and  
DIECA Communications, Inc.  
DSCI Corporation  
GE Capital Commercial Direct  
Global Crossing Local Services, Inc., and  
Global Crossing Telemangement, Inc.  
InfoHighway Communications Corporation  
KMC Telecom III LLC, KMC Telecom V, Inc.,  
and KMC Data LLC  
Metropolitan Telecommunications, Inc.  
VeraNet Solutions  
XO Communications, Inc.