

EXHIBIT H

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March 18, 2004

By Hand

Edward J. LoBello, Esq.
Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174

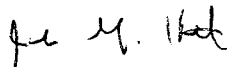
Re: In re: Allegiance Telecom, Inc., Chapter 11 Case No. 03-13057 (RDD)
(Jointly Administered)

Dear Mr. LoBello:

Enclosed is a Subpoena seeking the production of documents by Level 3 Communications in connection with the March 25, 2004 hearing. Please let me know if you will accept service of the Subpoena on behalf of Level 3, or if we need to have it formally served. Assuming that the documents requested in the Subpoena are produced in a timely fashion, we likely would also want to depose a corporate representative of Level 3 regarding the topics in the Subpoena. Please advise me if you would accept service of a Subpoena seeking such testimony, or whether we need to have it formally served as well. We would suggest that this deposition take place on Tuesday or Wednesday of next week, but in any event, before the hearing.

Please contact me at your earliest convenience to discuss this matter.

Sincerely,



John G. Hutchinson

cc: Michael B. Schaedle, Esq. (via Federal Express)

Enclosure

United States Bankruptcy Court
SOUTHERN District Of NEW YORK

In re Allegiance Telecom, Inc., et al.
Debtor

**SUBPOENA IN A CASE UNDER
THE BANKRUPTCY CODE**

Case No. 03-13057 (RDD)

To: Level 3 Communications, LLC
Attn: General Counsel
1025 Eldorado Boulevard
Broomfield, CO 80021

Chapter 11 (Jointly Administered)

YOU ARE COMMANDED to appear in the United States Bankruptcy Court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE SCHEDULE A ATTACHED HERETO.

PLACE Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021

DATE AND TIME March 22, 2004
9:30 a.m.

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this proceeding that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify, Fed. R. Civ. P. 30(b)(6) made applicable in proceedings by Rule 7030, Fed. R. Bankr. P. See Rules 1018 and 9014, Fed. R. Bankr. P.

ISSUING OFFICER SIGNATURE AND TITLE

John G. Hutchinson

Attorney for KMC Telecom XI, LLC

DATE

March 18, 2004

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER John G. Hutchinson, Esq.,
Sidley Austin Brown & Wood, LLP, 787 Seventh Avenue,
New York, New York 10019, 212-839-5300

¹ If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

SCHEDULE A

Definitions

1. The definitions, instructions, and rules of construction set forth in Federal Rules of Bankruptcy Procedure 9014 and 9016, and Federal Rules of Civil Procedure 26, 34 and 45 are incorporated herein by reference.
2. "Affiliate" shall have the meaning set forth in §101(2) of the Bankruptcy Code.
3. "Allegiance" or the "Debtors" means Allegiance Telecom, Inc. and its Affiliates, including, but not limited to, Allegiance Telecom Company Worldwide.
4. "And" and "or" means and includes both the conjunctive and disjunctive.
5. "AOL" means the America Online division, subsidiary, or line of business of Time Warner, Inc., and its Affiliates and Successors.
6. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York.
7. "Bankruptcy Code" means title 11 of the United States Code.
8. "Business Downturn" shall have the meaning ascribed to such term in sections 1.25 and 6.4 of the KMC Agreement, as well as any other reduction in business that may result in a reduction in the services to be provided to their respective customers by any of Level 3, Genuity, Allegiance or KMC.
9. "Communication" means any and all transmittal of information whether orally, in writing, electronically stored or otherwise (in the form of facts, ideas, inquiries or otherwise) between you and any Person (as that term is defined herein).

10. "Competitive Offer" shall have the meaning ascribed to such term in section 1.33 of the KMC Agreement.

11. "Concerning" means relating to, referring to, describing, evidencing or reflecting.

12. "Controlled" means possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

13. "Cure" means the obligation of Allegiance to cure all defaults under the KMC Agreement, monetary or otherwise, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code.

14. "Cure Amount" shall mean the "maximum amount of cure obligations under the KMC Agreement" referenced in paragraph 36 of the Motion.

15. "Documents" are defined to be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a), made applicable to this proceeding by Federal Rule of Bankruptcy Procedure 9014(b), including without limitation all writings of whatever nature including originals, drafts and copies thereof, whether typed, handwritten, printed, electronically stored or otherwise, communication (as defined herein), lists, ledgers, checks, check stubs, receipts, check registers, promissory notes, journals, worksheets, accounts, letters, notes, logs, codes, reports, memoranda, analyses, charts, graphs, drawings, books, statements, dates, copies, summaries, diaries, transcripts, agreements, minutes, manuals, photographs, photocopies, phone records, microfilm, tapes, wires, telegrams, telexes, cables, audio or video tape recordings, computer discs and other electronic or mechanical records, however produced or reproduced.

16. "Genuity" shall mean Genuity Solutions, Inc. and its Affiliates and Successors.

17. "INSPA" shall mean that certain Integrated Network Solution Purchase Agreement between Allegiance Telecom Company Worldwide and Level 3's predecessor-in-interest, Genuity Solutions, Inc. entered into on or about July 24, 2000.

18. "KMC" shall mean KMC Telecom XI LLC and its Affiliates

19. "KMC Contract" or "KMC Agreement" shall mean that certain Primary Rate Interface Services Agreement dated as of February 11, 2002 between KMC Telecom XI LLC and Allegiance Telecom Company Worldwide, as amended.

20. "Level 3" shall mean Level 3 Communications, LLC and its Affiliates and Successors.

21. "Migration Plan" shall have the meaning ascribed to such term in section 8 of the Settlement Agreement, as well as any other plan, proposal or feasibility study to transfer or replace any ports, circuits or other services currently provided by KMC under the KMC Agreement.

22. "Motion" shall mean that certain Motion of the Debtors for an Order, Pursuant to (A) Rule 9019 of the Federal Rules of Bankruptcy Procedure, Approving the Confidential Settlement Agreement and Mutual Release, Dated February 27, 2004, Among Level 3 Communications, LLC and the Debtors; (B) Section 363 of the Bankruptcy Code Authorizing the Transfer, as a Part of Such a Settlement, of Certain Assets Free and Clear of Liens, Claims and Encumbrances, and (C) Section 365 of the Bankruptcy Code, Approving and Authorizing, as a Part of Such Settlement, the Assumption and Assignment of an Executory Contract, Docket No. 1023, filed by the Debtors in the Bankruptcy Court on or about March 5, 2004.

23. "Person" means an individual, partnership, corporation or company.

24. "Performance Issues" means any alleged defaults, failures, breaches or other deficient performance under the KMC Agreement.

25. "Purchased Assets" shall have the same meaning ascribed to the term "Buy-Out Assets" pursuant to section 3(c) of the Settlement Agreement and section 5.6 of the INSPA, as well as any other asset that is intended to be conveyed, or agreement, including the KMC Agreement, intended to be assigned, to Level 3 pursuant to the Settlement Agreement.

26. "Purchased Business" shall mean the dial-up modem business conducted by KMC or Allegiance, as applicable, as well as any other business to be conducted by Level 3 using the Purchased Assets.

27. "Refer" or "relate" means to memorialize, mention, describe, pertain to, be connected with, constitute, evidence or reflect upon a stated subject matter, whether directly or indirectly.

28. "Settlement Agreement" means that certain Confidential Settlement Agreement and Mutual Release by and among Level 3 Communications, LLC, Allegiance Telecom Company Worldwide and, under certain circumstances set forth therein, XO Communications, Inc. that was attached to the Motion.

29. "Successor" shall mean any Person which succeeded to the assets, business, or obligations of any other Person, whether by way of merger, acquisition, assignment of contracts, acquisition of assets, or otherwise.

30. "Transition Services" shall have the meaning ascribed to the term "Termination Assistance Services" in section 7 of the Settlement Agreement.

31. "You" and "your" means you, your agents and representatives.

32. The use of the singular form of a word includes the plural and vice-versa.

33. The terms "all" or "each" shall be construed as all and each.

34. All other capitalized terms used but not defined in this Schedule A shall have the same meanings as those ascribed in the Motion.

Instructions

1. All documents requested are for the period from January 1, 2003 up to and including the date on which Level 3 responds to this Subpoena, unless otherwise specifically indicated.

2. This Subpoena requires Level 3 to produce all documents called for herein that were created or originated by, or that came into the possession, custody, or control of Level 3, from all files or other sources that contain responsive documents, wherever located and whether active, in storage, or otherwise.

3. The obligation to produce the documents specified below is of a continuing nature; Level 3's responses to these document requests are to be supplemented to the full extent required by Rule 26(e) of the Federal Rules of Civil Procedure, and if at any time Level 3 acquires possession, custody, or control of any additional documents specified below, such documents are to be furnished promptly to counsel for KMC.

4. Where only a portion of a document relates or refers to the subject indicated, the entire document is to be produced nevertheless, along with all attachments, appendices, and exhibits.

5. If any document or portion thereof is withheld under a claim of privilege, Level 3 shall produce so much of the document as is not subject to the possible claim of privilege, and shall furnish a statement, signed by Level 3's counsel, which identifies each

document or portion thereof for which a privilege is claimed, including the following information:

- a) The date of the document;
- b) The name and title of the person who sent, authored, prepared, signed, or originated the document, or of the person who knows about the information contained therein;
- c) The name and title of the recipient or recipients of the document;
- d) All persons to whom copies of the document were furnished, along with such persons' job titles or positions;
- e) A brief description of the subject matter or nature of the document sufficient to assess whether the assertion of privilege is valid;
- f) The specific basis upon which the privilege is claimed; and
- g) With respect to any claim of privilege relating to an attorney, or action advice or work product of an attorney, the identity of the attorney involved.

6. All documents shall be produced as they are kept in the usual course of business with any identifying labels, file markings, or similar identifying features. If there are no documents responsive to a category specified below, Level 3 shall so state in a writing produced at the time and place that documents are demanded to be produced by this Subpoena.

7. If any document requested herein has been lost, discarded, or destroyed, the document so lost, discarded, or destroyed shall be identified in a writing (produced at the time and place that documents are demanded to be produced by this Subpoena) as completely as possible, together with the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and person disposing of the documents.

Documents Requested

1. All documents concerning, referring to or relating to the Debtors' Cure obligations under the KMC Agreement.

2. All documents concerning any allegation by the Debtors that any portion of the Cure Amount is not owed in full, including, but not limited to, documents concerning the allegation made in paragraph 36 of the Motion that "it is likely that [the Cure Amount] will be reduced based in various offsets, recoupments or other defenses."

3. All documents concerning, referring to or relating to any alleged Performance Issues arising under, or out of, the KMC Agreement, including, but not limited to any documents or communications between the Debtors and Level 3 concerning any alleged performance issues.

4. All documents or communications between the Debtors and Level 3 concerning the KMC Agreement, including, but not limited to, documents exchanged in connection with the Settlement Agreement.

5. All documents concerning pro forma balance sheets, income statements, and cash flow statements for Level 3, which incorporate or reflect Level 3's acquisition of the Purchased Assets, for 2003 through 2005.

6. All documents concerning financial projections, financial analyses or other analyses relating in any way to the operation or proposed operation of the Purchased Business.

7. All documents that refer or relate to traffic routing, port usage, or services to be provided in connection with the operation of the Purchased Business.

8. All documents that refer or relate to the potential substitution of ports, or services provided by KMC with ports or services otherwise available to Level 3.

9. All documents which refer or relate to the Business Downturn, as it may affect the Purchased Business or the KMC Agreement.

10. All documents which refer or relate to Competitive Offer, as it may affect the Purchased Business or the KMC Agreement.

11. All documents concerning or referring to communications with AOL which refer or relate to Business Downturn.

12. All documents concerning or referring to communications with Allegiance which refer or relate to Business Downturn.

13. All documents concerning or referring to communications with Allegiance which refer or relate to Competitive Offer.

14. All documents concerning or referring to communications with Allegiance related to a Migration Plan and/or Transition Services with respect to the Purchased Business or the KMC Agreement.