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3/15/01***2:55 PM*****Kay Flynn*****1**

Kay Flynn

To: Kimberley Pena
Cc: Kim Logue; Tamika Watts
Subject: RE: Docket Nos. 010269-TP and 010313-TP; Vista-United

I discovered after I replied to your e-mail that the full name of the company is:

Smart City Telecommunications LLC d/b/a Smart City Telecom.

We will correct both docket titles to reflect the d/b/a.

—Original Message—

From: Kay Flynn
Sent: Wednesday, March 14, 2001 9:29 AM
To: Kimberley Pena
Cc: Kim Logue; Tamika Watts
Subject: RE: Docket Nos. 010269-TP and 010313-TP; Vista-United

APP _____
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Will do.

Thanks for getting this straight.

—Original Message—

From: Kimberley Pena
Sent: Wednesday, March 14, 2001 9:14 AM
To: Kim Logue; Tamika Watts
Cc: Kay Flynn
Subject: Docket Nos. 010269-TP and 010313-TP; Vista-United

I have spoken to Ms. Lynn B. Hall, Smart City. The transaction was not closed until March 1st. Ms. Hall has advised that from March 1st on the agreements will have Smart City on them. Therefore all agreements (18 in total), signed before this date, will have Vista-United. However, in Section 11 or 12 of the agreement, you will find this language:

"12. ASSIGNMENT AND BINDING EFFECT.

12.1. Assignment and Binding Effect.

Neither Party may assign, transfer, or sublease (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party (including, a partner, corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its operations, assets or equity in Florida) without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, VISTA shall be allowed to assign, transfer, or sublease this Agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its operations, assets or equity. Any attempted assignment or transfer not permitted under this Agreement shall be void ab initio. Without limiting the foregoing, with respect to any approved assignment, transfer and/or sublease hereunder, the assignor, transferor, and/or sublessor, as the case may be, shall be released from the rights, duties and obligations in this Agreement and such rights, duties and obligations shall extend to, be binding upon and inure to the benefit of such assignee, transferee and/or sublessee, as the case may be. "

Based on the above language, docket titles should be amended to reflect the name Smart City Telecommunications L.L.C. (f/k/a Vista-United Telecommunications).

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