



Susan S. Masterton
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April 12, 2001

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

010476-TP

RE: Notice of Adoption of SATCOM Communication Corporation and Sprint Resale Agreement by Direct-Tel USA, LLC

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Direct-Tel USA, LLC, of the Resale Agreement for the State of Florida entered into by and between Direct-Tel USA, LLC Sprint-Florida Incorporated and SATCOM Communication Corporation and approved by the Commission on January 30, 2001 in Order No. PSC-01-0262-FOF-TP. Direct-Tel USA, LLC is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996. Enclosed is the original signed and five (5) copies of the agreement between Sprint-Florida, Incorporated and Direct-Tel USA, LLC for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Susan S. Masterton

cc: Ronald Kaplan
Direct-Tel USA, LLC
1701 W. Hillsboro Blvd, Suite 201
Deerfield Beach, FL 33442

Enclosure

DOCUMENT NUMBER-DATE

04552 APR 12 01

FPSC-RECORDS/REPORTING

Resale Agreement

This Resale Agreement ("Agreement") between Direct-Tel USA, LLC ("CLEC") and Sprint-Florida, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 20th day of February, 2001 for the State of Florida.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Resale Agreement for the State of Florida entered into by and between Sprint and SATCOM Communication Corporation d/b/a SATCOM Communication, including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above and continuing until October 1, 2002.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder

shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To: Ronald Kaplan

Direct-Tel USA, LLC

President

1701 W Hillsboro Blvd

Ste 205

Deerfield Beach, FL 33442

954 426 4545 – Voice

954 426 5495 – Fax

To Sprint: Director – Local Carrier Services

Sprint

6480 Sprint Parkway

Mailstop: KSOPHM0310-3A453

Overland Park, KS 66251



PARTIES

Direct-Tel USA, LLC is hereby substituted in the Adopted Agreement for SATCOM Communication Corporation d/b/a SATCOM Communication and Sprint shall remain as the

other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT Direct-Tel USA, LLC

By:  By: 

Name: William E. Cheek Name: Ronald Kaplan

Title: VP-Sales & Account Mgmt Title: President

Date: 2/23/01 Date: 2/21/01