



Susan S. Masterton
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May 4, 2001

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

010674-TP

RE: Notice of Adoption of USA Digital, Inc. and Sprint-Florida, Inc. Interconnection,
Unbundling, Resale, Agreement by Progress Telecommunications Corporation

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Progress Telecommunications Corporation of the Interconnection, Unbundling, Resale Agreement for the State of Florida entered into by and between Sprint-Florida Incorporated and USA Digital, Inc. and approved by the Commission on July 10, 2000 in Order No. PSC-00-1262-FOF-TP. Progress Telecommunications Corporation 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 Inc. and Progress Telecommunications Corporation 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,

for Susan S. Masterton

cc: Cathy J. Quinn
100 Second Avenue South
Suite 500 South
St. Petersburg, Florida 33701

Enclosure

DOCUMENT NUMBER-DATE

05689 MAY-4 01

FPSC-RECORDS/REPORTING

Master Network Interconnection and Resale Agreement

This Master Interconnection and Resale Agreement ("Agreement") between Progress Telecommunications Corporation. ("CLEC") Sprint – Florida, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 28th day of March, 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 Interconnection and Resale Agreement for the State of Florida entered into by and between Sprint and USA Digital, Inc., 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 the 11th of April, 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: Cathy J. Quinn
100 Second Avenue South
Suite 500 South
St. Petersburg, FL 33701

To Sprint: Director – Local Carrier Markets
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

PARTIES

CLEC is hereby substituted in the Adopted Agreement for USA Digital, Inc., 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

CLEC

By: *William E. Cheek*

By: *Elizabeth A. Walker*

Name: William E. Cheek

Name: Elizabeth A. Walker

Title: VP-Sales & Account Mgmt

Title: VP Network Engineering & Operations

Date: 5/2/01

Date: 4/23/01

