

Floyd R. Self  
850.521.6727  
fself@bergersingerman.com

February 27, 2023

Adam Teitzman, Commission Clerk  
Room 152, Gunter Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 20210049

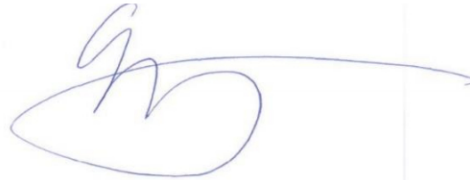
Dear Mr. Teitzman:

Attached please find for filing, is an Assignment, Assumption and Consent Agreement, which represents an amendment to reflect T-Mobile USA, Inc. as the successor to Sprint Communications Company, L.P. Please have an appropriate person on behalf of the Commission execute the amendment and return a copy to me.

Thank you.

Sincerely,

BERGER SINGERMAN LLP



Floyd R. Self

FRS/am  
Enclosure

## **ASSIGNMENT, ASSUMPTION and CONSENT AGREEMENT**

This Assignment, Assumption and Consent Agreement (the "Assignment") is made by and among the Florida Public Service Commission ("Customer"), Sprint Communications Company, L.P. ("Sprint"), and T-Mobile USA, Inc. ("T-Mobile"). This Assignment is effective as of the date the last party signs (the "Assignment Effective Date").

### **BACKGROUND**

- A. Sprint and Customer previously entered into Florida Public Service Commission Agreement to Provide TRS (Docket #2021-00049-TP) on March 1, 2022, as may be amended from time to time (the "Agreement").
- B. Effective April 1, 2020: (i) T-Mobile US, Inc., merged with Sprint, the parent company of Sprint; and (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint, are now subsidiaries of T-Mobile US, Inc.
- C. Sprint is assigning the Agreement to T-Mobile as of the Assignment Effective Date.
- D. T-Mobile is accepting assignment of the Agreement from Sprint, acquired all rights and is subject to and responsible for all Sprint obligations effective as of the Assignment Effective Date.


### **AGREEMENT**

The parties agree as follows:

- 1. Sprint transfers and conveys to T-Mobile all of Sprint's rights, titles, and interests in and to the Agreement. T-Mobile assumes and agrees to perform all obligations of Sprint under the Agreement arising from and after the Assignment Effective Date.
- 2. Customer acknowledges Sprint's right to assign the Agreement to its respective assignee and that Sprint has provided sufficient advanced notice of the Assignment request.
- 3. The parties acknowledge and agree that the products and services offered and purchased under the Agreement will be T-Mobile products and services after the Assignment Effective Date.
- 4. Except as specifically set forth in this Assignment, all terms and conditions of the Agreement remain in force and govern the relationship between Customer and T-Mobile.


IN WITNESS WHEREOF, the parties hereto have entered into this Assignment, Assumption and Consent Agreement as of the Assignment Effective Date.

**SPRINT COMMUNICATIONS COMPANY, L.P.:**

DocuSigned by:  
  
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8F686CC9343743C...  
Name: David Bezzant  
Title: Vice President, T-Mobile for Government  
Date: 2/20/2023

**T-MOBILE USA, INC.:**

DocuSigned by:  
  
\_\_\_\_\_

8F686CC9343743C...  
Name: David Bezzant  
Title: Vice President, T-Mobile for Government  
Date: 2/20/2023

**Approved by:**

DocuSigned by:  
  
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8BDE23D4C8AD4C1...  
T-Mobile USA, Inc. Legal Department  
2/20/2023

**CUSTOMER**

\_\_\_\_\_  
Name:  
Title:  
Date: