Kimberly Caswell Vice President and General Counsel, Southeast Legal Department



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July 11, 2001

Ms. Blanca S. Bayo Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 010797-TP Petition for Approval of Agreement Supplementing Adopted Terms Between Verizon Florida Inc. and Progress Telecommunications Corporation

Dear Ms. Bayo:

Please find enclosed an original and five copies of a replacement signature page to the above-referenced agreement, which was filed with your office on June 4, 2001. At the request of Commission Staff, this page has been updated to include the parties' signature dates. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

Kimberly Caswell

KC:tas Enclosures APF CAF c: Staff Counsel (w/e) CMP COM Progress Telecommunications Corporation (w/e) CTR ECR LEG OPC **RECEIVED & FILED** PAI RGO SEC SER OTH (

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in the Interconnection Agreement but not in this Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Agreement.

5. Scope of this Agreement. This Agreement shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Agreement, and, except to the extent set forth in Section 1 of this Agreement, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

VERIZON FLORIDA INC.

Name: JEFFREY A. MASONER

Title: VP. INTERCONNECTION SUCS

5/25/01

PROGRESS TELECOMMUNICATIONS CORPORATION

By:

Name: Elizabeth A. Walken

Title: UP- Network Engineering + Dervations

Date:

Date: <u>5/18/0/</u>

*Verizon has agreed to allow this Agreement to become effective upon execution in order to permit Progress Telecom to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

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