



Susan S. Masterton
Attorney

Law/External Affairs
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Mailstop FTLH00107
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

April 20, 2001

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

010566-TP

RE: Notice of Adoption of PATHNET, INC. and Sprint-Florida, Inc. Interconnection,
and Resale Agreement by LightSource Telecom I, LLC d/b/a LightSource

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by LightSource Telecom I, LLC d/b/a LightSource of the Interconnection and Resale Agreement for the State of Florida entered into by and between Sprint-Florida Incorporated and PATHNET, INC. and approved by the Commission on September 18, 2000 in Order No. PSC-00-1653-FOF-TP. LightSource Telecom I, LLC d/b/a LightSource 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 LightSource Telecom I, LLC d/b/a LightSource 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: Jay Birnbaum, General Counsel
LightSource Telecom I, LLC
10805 Parkridge Blvd., Suite 150
Reston, VA 20191

Enclosure

DOCUMENT NUMBER-DATE

05007 APR 20 01

PSC RECORDS/REPORTING

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between LightSource Telecom I, LLC d/b/a LightSource ("CLEC") and Sprint-Florida, Inc. ("Sprint"), herein collectively, "the Parties", is entered into and effective this 5th 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 Pathnet, 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 March 15th, 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:

Filed 3-22-01

To CLEC: General Counsel
LightSource Telecom I, LLC
10805 Parkridge Blvd., Suite 150
Reston, VA 20191

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

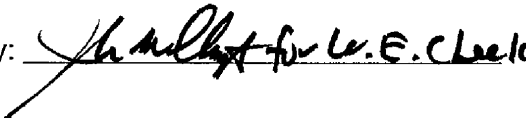
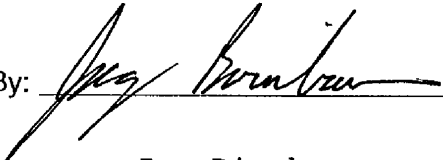
PARTIES

LightSource Telecom I, LLC is hereby substituted in the Adopted Agreement for Pathnet, 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:  By: 
Name: William E. Cheek Name: Jay Birnbaum

Title: VP-Sales & Account Management Title: General Counsel

Date: 2/28/01 Date: 02-28-01