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BellSouth Telecommunications, Inc. 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

A. M. Lombardo  
Regulatory Vice President

RECORDS AND  
REPORTING

July 8, 1998

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

980840-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Knology Holdings, Inc. (formerly Cybernet Group) pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Knology Holdings, Inc. (formerly Cybernet Group) are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Knology Holdings, Inc. (formerly Cybernet Group). The Commission approved the initial agreement between the companies in Order No. PSC-97-1363-FOF-TP issued October 28, 1997.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Knology Holdings, Inc. (formerly Cybernet Group) within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

*A. M. Lombardo*  
Regulatory Vice President  
(22)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

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FPSC RECORDS REPORTING

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_


**AMENDMENT TO INTERCONNECTION  
AGREEMENT BETWEEN CYBERNET GROUP AND  
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Agreement (the "Amendment") Cybernet Group ("Cybernet") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated April 15, 1997, ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cybernet and BellSouth hereby covenant and agree as follows:


1. By notification dated March 12, 1998, Cybernet Group is hereby amending the above mentioned Interconnection Agreement and all associated amendments to reflect the name change of Cybernet Group to KNOLOGY Holdings, Inc.
2. The entities covered by this amendment are set forth in Attachment A hereto.
3. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate Public Service Commissions for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties have executed this Amendment through their authorized representatives.

BellSouth Telecommunications, Inc.  
BY:   
NAME: Jerry Hendrix  
Printed Name

TITLE: Director

DATE: 5/4/98

KNOLOGY Holdings, Inc.  
BY:   
NAME: Bruce Schoonover, Jr.  
Printed Name

TITLE: Director - Business Development

DATE: April 29, 1998

ATTACHMENT A

KNOLOGY Holdings, Inc. entities covered by this amendment:

KNOLOGY Holdings, Inc. (Formerly Cybernet Holding, Inc.)  
KNOLOGY of Georgia, Inc. (Formerly KNOLOGY of Columbus, Inc.)  
KNOLOGY of Montgomery, Inc. (Formerly Montgomery Cablevision &  
Entertainment  
KNOLOGY of Florida, Inc. (Formerly KNOLOGY of Panama City, Inc.)  
KNOLOGY of South Carolina (Formerly KNOLOGY of Charleston, Inc.)

**AMENDMENT  
TO  
MASTER INTERCONNECTION AGREEMENT BETWEEN  
KNOLOGY HOLDINGS, INC. and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED APRIL 15, 1997**

Pursuant to this Agreement (the "Amendment"), KNOLOGY Holdings, Inc. and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective April 15, 1997 ("Interconnection Agreement").

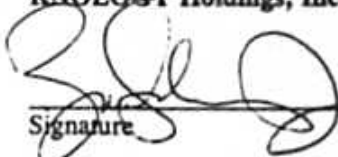
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KNOLOGY and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and KNOLOGY will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for KNOLOGY's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of KNOLOGY's NXXs must be associated with these access tandems; otherwise, KNOLOGY must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. Dedicated transport rates will apply when traffic is routed directly to an end office. The Parties agree to amend this contract to reflect such rates, if needed.
5. This amendment will replace the provisions in Section VI.B., Compensation, of the Parties dated April 15, 1997, Interconnection Agreement, and will result in reciprocal compensation being paid between the Parties based on the rates specified in Attachment A.
6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated April 15, 1997, shall remain in full force and effect.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**KNOLOGY Holdings, Inc.**

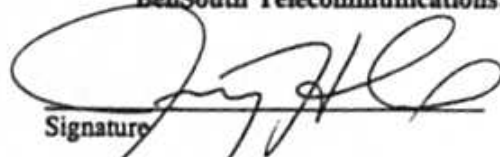
  
Signature

Bruce Schoonover, Jr.  
Name

Director-Business Development  
Title

April 29, 1998  
Date

**BellSouth Telecommunications, Inc.**

  
Signature

Jerry D. Hendrix  
Name

Director-Interconnection Services  
Title

5/4/98  
Date

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Local usage will be determined by applying KNOLOGY's reported Percent Local Usage as set forth in Section V of the Parties' April 15, 1997, Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
<b>Local Switching</b>					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016	\$0.002562	\$0.0021
End Office Switching, add'l MOU <sup>(1)</sup>	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0017	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU <sup>(2)</sup>	\$0.0015	NA	NA	\$0.001096	NA
<b>Local Transport</b>					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000012	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.00036	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
<b>Local Switching</b>				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU <sup>(1)</sup>	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU <sup>(2)</sup>	NA	NA	NA	NA
<b>Local Transport</b>				
Shared, per mile, per MOU	\$0.000012	\$0.00004	\$0.000012	\$0.00004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

- (1) This rate element is for use in those states with a different rate for additional minutes of use.
- (2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.