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BELLSOUTH

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Regulatory & External Affairs  
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CLERK

November 3, 2004

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

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to interconnection, unbundling, resale and collocation Agreement with Intermedia Communications, Inc.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

*MM Criser III*  
Regulatory Vice President

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DOCUMENT NUMBER-DATE  
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**Amendment to the Agreement  
Between  
Intermedia Communications, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated June 17, 2002**

Pursuant to this Amendment, (the "Amendment"), Intermedia Communications, Inc. ("Intermedia"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Florida Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") to be effective ten (10) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Intermedia entered into the Agreement on June 17, 2002, and;

WHEREAS, on March 6, 2003 the Parties executed an amendment to the Agreement (the "Cost Amendment") to incorporate the rates established by the Florida Public Service Commission ("PSC") in Docket No. 990649A-TP, of the September 27, 2002 Order (the "Order"); and

WHEREAS, by administrative oversight, the Parties omitted from the Cost Amendment certain rates for Daily Usage Files ("DUF") established by the PSC in the Order; and

WHEREAS, the Parties desire to correct the oversight and incorporate the DUF rates from the Order into the 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, the Parties hereby covenant and agree as follows:

1. The Parties agree to replace the applicable rates in Table 1 of Attachment 1 with the rates set forth in Exhibit 1. All rates in Table 1 of Attachment 1 that are not replaced with rates from Exhibit 1 shall remain unchanged. The six (6) rates being replaced by Exhibit 1 are DUF rates. By entering into this Amendment, the rates set forth in Exhibit 1 will be applied prospectively, and neither Party is conceding the appropriateness of retroactive treatment of the rates in Exhibit 1. Either Party may advocate for the retroactive treatment of the rates set forth in this Amendment before an authority with competent jurisdiction or apply as mutually agreed to otherwise.
2. The Parties agree to replace the Notices contacts for Intermedia Communications Inc. with the following:

Chief Network Counsel  
Attn: Robert A. Peterson  
1133 19th Street NW  
Washington, DC 20036  
Fax: (202) 736-6903

Director National Carrier Contracts and Initiatives

Attn: Peter H. Reynolds  
22001 Loudoun County Parkway  
Suite G2-3-614  
Ashburn, VA 20147  
Fax: (703) 886-0118

Copy to:  
Senior Manager, Carrier Agreements  
205 N. Michigan Avenue, 11th Floor  
Chicago, IL 60601  
Fax: (312) 470-5575

3. All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.
4. Either or both of the Parties are 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.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.


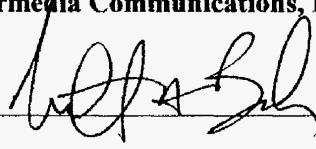
<b>BellSouth Telecommunications, Inc.</b>	<b>Intermedia Communications, Inc.</b>
By: 	By: 
Name: <u>JERRY N. HENDRIX</u>	Name: <u>Michael A. Beach</u>
Title: <u>ASSISTANT VICE PRESIDENT</u>	Title: <u>Vice President</u>
Date: <u>10/25/04</u>	Date: <u>10/21/04</u>

Exhibit 1

ODUF/ADUF/OEDUF/CMDS - Florida										Attachment: 1		Table: 1																					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)																				
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN										
													First	Add'l	First	Add'l																	
<b>ODUF/ADUF/OEDUF/CMDS</b>																																	
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																																
	ADUF: Message Processing, per message											0.001656																					
	ADUF: Data Transmission (CONNECT:DIRECT), per message											0.0001245																					
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																																
	ODUF: Recording, per message											0.0000071																					
	ODUF: Message Processing, per message											0.002146																					
	ODUF: Message Processing, per Magnetic Tape provisioned											35.91																					
	ODUF: Data Transmission (CONNECT:DIRECT), per message											0.00010375																					