

Nancy R. Schnitzer Docket Manager

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December 15, 2005

Ms. Blanca S. Bayó, Director Division of the Commission Clerk & Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Notice of Adoption of Granite Telecommunications, LLC and Sprint-Florida, RE:

Incorporated Interconnection, Unbundling, Collocation and Resale Agreement with

modifications by Knology of Florida, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Knology of Florida, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement with modifications for the State of Florida entered into by Granite Telecommunications, LLC and Sprint-Florida, Incorporated which was filed with the Commission on May 2, 2005 in Docket No. 050301-TP.

Knology is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the agreement between Sprint-Florida, Incorporated and Knology of Florida, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

cc: Denise Smith

> Kelley Drye & Warren LLP 1200 19th Street, N.W. Suite 500

Washington, D.C. 20036

Enclosure

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), dated November 22, 2005, is entered into by between Knology of Florida, Inc, a ("CLEC"), and Sprint – Florida, Incorporated ("Sprint") to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida. (Sprint and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

NOW THEREFORE, the Parties agree as follows:

1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Resale and Collocation Agreement between Granite Telecommunications, LLC dated April 25, 2005 (the "Adopted Agreement").

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.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

This termination date of the Agreement is April 24, 2007, which corresponds with the expiration date of the Adopted Agreement.

4. 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:

To CLEC: Chad S. Wachter

Vice President/General Counsel

Knology, Inc.

1241 O.G. Skinner Drive West Point, GA 31833 Telephone: (706) 634-2663 Facsimilie: (706) 645-0148

Copies to: Bruce Schoonover

Director – Regulatory Affairs

Knology, Inc.

1241 O.G. Skinner Drive West Point, GA 31833 Telephone: (706) 645-3966 Facsimile: (706) 645-0148

Email: bruce.schoonover@knology.com

Edward A. Yorkgitis, Jr. Denise N. Smith

Kelly Drye & Warren LLP 1200 Nineteenth Street, N.W.

Suite 500

Washington, D.C. 20036 Telephone: (202) 955 -9600 Facsimile: (202) 955-9792

To Sprint: Director – Local Carrier Markets

Sprint

6480 Sprint Parkway

Mailstop: KSOPHM0310-3A453

Overland Park, KS 66251

Copy to: Field Service Manager

555 Lake Border Drive Apopka, FL 32703-5815

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

CLEC	SPRINT
ву:	By: Mr Elh
Name: CHAO S. WACHTER	Name: William E. Cheek
Title: VP (GENERAL COUNSEL	Title: President – Wholesale Markets
Date: \1 22 06	Date: 12/,/05