

EXECUTIVE SUMMARY
of
KNOLOGY HOLDINGS, INC.
Non-Standard Interconnection Agreement

Agreement Effective Date: 8-21-97	Agreement Expiration Date: 8-21-00
Negotiator: Stuart Hudnall	Negotiator Tel No: 404-927-7859
Location of Executive Summary: s:\hendrix\morrison\contracts\hudnall\knology	Location of Agreement and Amendment(s): s:\hendrix\morrison\contracts\hudnall\knology
State: KY	

Please be advised that the above named CLEC has adopted the (enter CLEC Name) Non-Standard Interconnection agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

INTERCONNECTION AGREEMENT

This Agreement, which shall become effective as of the 1st day of March, 1999, is entered into by and between Knology Holdings, Inc., a Delaware corporation, together with its affiliate(s) signatory hereto, (collectively "Knology-Kentucky"), on behalf of itself and its successors and assigns, having an office at 1241 O.G. Skinner Drive, West Point, Georgia, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act and as required by the FCC rules and regulations requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, Knology – Kentucky has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services, Inc. dated August 21, 1997, for the state of Kentucky ("MCI Interconnection Agreement – Kentucky");

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Knology – Kentucky and BellSouth hereby agree as follows:

1. Knology – Kentucky and BellSouth shall adopt in its entirety the MCI Interconnection Agreement dated August 21, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3 of the MCI Interconnection Agreement.

3. BellSouth and Knology – Kentucky shall accept and incorporate into this Agreement any amendments to the MCI Interconnection Agreement

executed by the parties thereto as a result of any final judicial, regulatory, or legislative action.

4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Knology Holdings, Inc.
Chad Wachter, Esq
Vice President and General Counsel
Knology Holdings, Inc.
1241 O.G. Skinner Drive
West Point, Georgia 31833

and

Walt Sapronov, Esq.
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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

BellSouth Telecommunications, Inc.

Knology Holdings, Inc.

Signature

Signature

Jerry Hendrix
Name

Felix L. Boccucci
Name

March 5, 1999
Date

March 3, 1999
Date

EXHIBIT “1”

MCI INTERCONNECTION AGREEMENT - KENTUCKY