

By and Between
BellSouth Telecommunications, Inc.
And
Hargray of Georgia

AGREEMENT

This Agreement, which shall become effective as of the 4th day of September, 2001, is entered into by and between Hargray of Georgia and Hargray, Inc., ("Hargray"), South Carolina corporations on behalf of themselves, 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 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 in its entirety; and

WHEREAS, Hargray has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Knology dated September 9, 2000 for the states of Alabama, Florida, Georgia, Kentucky, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Hargray and BellSouth hereby agree as follows:

1. Hargray and BellSouth shall adopt in its entirety the Knology Interconnection Agreement dated September 9, 2000 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 Knology Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. In the event that Hargray consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Hargray under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the Knology Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Knology Interconnection Agreement, the effective date shall be September 9, 2000.

4. Hargray shall accept and incorporate any amendments to the Knology Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. 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

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Hargray of Georgia
Hargray, Inc.
Jay McDaniel – Vice President
P. O. Box 5519
Hilton Head Island, SC 29938-5519

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 executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Hargray of Georgia

____ Original on File _____

____ Original on File _____

Signature _____

Signature _____

____ C. W. Boltz _____
Name

____ J. W. McDaniel _____
Name

____ Managing Director _____
Title

____ Vice President _____
Title

____ 9/4/01 _____
Date

____ 8/23/01 _____
Date

Hargray, Inc.

____ Original on File _____
Signature

____ J. W. McDaniel _____
Name

____ Vice President _____
Title

____ 8/23/01 _____

04/27/99

Date

04/27/99