Carrier Services – 63 Stone St., Rochester, NY 14604

August 24, 2022

ComSouth Telenet, LLC d/b/a Hargray
870-C William Hilton Parkway
Hilton Head Island, SC 29928

Subject: **Requested Adoption Under Section 252(i) of the Communications Act**

Dear Mr. Witty,

Frontier Communications of Georgia LLC ("Frontier"), a Georgia limited liability company, with principal place of business at 76 E Grady Street, Statesboro, GA 30458 has received correspondence stating that ComSouth Telenet, LLC d/b/a Hargray ("Hargray"), a Georgia limited liability company, with principal place of business at 870-C William Hilton Parkway Hilton Head Island, SC 29928, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between ETC Communications, L.L.C. ("Carrier") and Frontier that was approved by the Georgia Public Service Commission (the "Commission") as an effective agreement in the State of Georgia in Docket 42935 as such agreement exists on the date hereof. I understand Hargray has a copy of the Terms. Please note the following with respect to Hargray's adoption of the Terms.

1. By Hargray's countersignature on this letter, Hargray hereby represents and agrees to the following 7 points:

A. Hargray adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that Hargray shall be substituted in place of ETC Communications, L.L.C. and Carrier in the Terms wherever appropriate.

B. Adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to Hargray and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Hargray:

Legal Department
Cable One, Inc.
210 E. Earll Drive
Phoenix, AZ 85012
Telephone: 602-364-6000
Email Address: legal@cableone.biz

With a copy to:

Jean Thaxton
Senior Manager, Regulatory
870-C William Hilton Parkway
Hilton Head Island, SC 29928
Telephone: 843-686-1258
Email Address: Jean.Thaxton@htc.hargray.com

To Frontier:

Contract Management
Frontier Communications
7979 N. Belt Line Road, MC: S1C74
Irving, TX 75063
Email Address: contract.management@ftr.com

with a copy to:

Frontier Communications
Kevin Saville, SVP & General Counsel
401 Merritt 7
Norwalk, CT 06851
Email Address: KS9458@ftr.com

D. Hargray represents and warrants that it is a certified provider of local telecommunications service in the State of Georgia, and that its adoption of the Terms will cover services in Frontier's service territory in Frontier Communications of Georgia LLC for the State of Georgia only.

E. In the event an interconnection agreement between Frontier and Hargray is currently in effect in the State of Georgia (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. Frontier's standard pricing schedule for interconnection agreements in the State of Georgia, as may be amended from time to time, (attached as Appendix A hereto) shall apply to Hargray's adoption of the Terms. Hargray should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Frontier has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Frontier to provide the subject services and in no way waives Frontier's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

G. Hargray's adoption of the Terms shall be deemed effective on July 15, 2022. The term and termination provisions of the Terms shall govern Hargray's adoption of the Terms.

2. As the Terms are being adopted by Hargray pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by

Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of Hargray's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny Hargray's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to Hargray are greater than the costs of providing them to Carrier;

B. if the provision of the Terms to Hargray is not technically feasible; and/or

C. to the extent that Frontier otherwise is not required to make the Terms available to Hargray under applicable law.

5. Please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("FCC Internet Orders"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Orders, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Orders, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Orders made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

6. Should Hargray attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against Hargray under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and Hargray's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of Hargray resulting from Hargray's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Hargray to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Roderick Cameron
Roderick Cameron (Aug 31, 2022 16:24 EDT)

Roderick Cameron
VP, Carrier Services
585-777-5131
RC7245@FTR.com

cc: Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, NW Suite 950
Washington, DC 20006
202-862-8930
acollins@cahill.com

Reviewed and countersigned as to Paragraphs 1 through 7:

ComSouth Telenet, LLC d/b/a Hargray

By: Peter N. Witty
Peter N. Witty (Aug 31, 2022 08:31 PDT)

Printed: Peter N. Witty

Title: SVP, General Counsel

Date: Aug 31, 2022

APPENDIX A[1] (GA)

FRONTIER COMMUNICATIONS OF GEORGIA LLC
Georgia v3.2

I. Rates and Charges for Transport and Termination of Traffic[2]

A. Reciprocal Compensation Traffic Termination

End Office and Tandem Rate: **Bill and Keep**

B. Transit Service–per MOU $ 0.0061854/mou where applicable

C. Hargray will provide accurate Calling Party Number (" CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. In addition, each party shall pass Charge Number (CN) unaltered where it is different than CPN. Where CPN and/or ANI is not provided, ***Hargray agrees to pay the applicable intrastate terminating access charges for such traffic.

D. Facility and Transport for Interconnection Charges[3]

Non-Competitive Counties - Per Frontier Intrastate Access Tariff, Special Access section
Channel Termination[4]
Channel Mileage Termination
Channel Mileage Per Airline Mile

Competitive Counties – Per Frontier Interstate Service Guide and Pricelist No. 1
Channel Termination[4]
Channel Mileage Termination
Channel Mileage Per Airline Mile

E. Exchange Access Service: **Per Frontier Interstate and/or Frontier Intrastate Access Tariff**

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[1] This Appendix may contain rates and/or references for services, facilities, arrangements and the like that Frontier does not have an obligation to provide under Section 251 of the Act. Nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like under rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges the Commission or the FCC may approve or allow to go into effect from time to time, subject to any stay or other order issued by any court of competent jurisdiction.

Unless a citation is provided to a generally applicable Frontier tariff, all listed rates and services are available only to Hargray when purchasing these services for use in the provision of Telephone Exchange Service and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Frontier rates and services for use by Hargray in the carriage of Toll Traffic shall be subject to Frontier's tariffs for Exchange Access service. Adherence to these limitations is subject to a reasonable periodic audit by Frontier.

[2] All rates and charges specified in this Section are pertaining to the Interconnection Attachment.

[3] Frontier's Service Guide and Competitive/Non-Competitive County designations can be found on the Wholesale Operations site at www.wholesale.frontier.com under the Pricing Guides tab.

[4] Channel Termination charges are assessed when CFA is not included in the order.

II. Services Available for Resale

Nonrecurring charge(s) will apply when converting a Frontier account to a Hargray account or when changing an End User from one carrier to another.

III. Unbundled Network Elements

Rates for Unbundled Network Elements have not been developed for the state of Georgia for Frontier Communications of Georgia LLC at the time of execution of this Agreement. If Hargray attempts to order a UNE loop pursuant to the terms of this Agreement, Frontier will first need to develop rates and the Parties will further need to amend this Agreement with those rates and Unbundled Network Element terms prior to services being installed.

IV. Collocation

	Monthly	Nonrecurring
A. Physical Collocation		
1. Customer Not Ready (for Repair Troubles)		$ 55.65
2. Application Fees		
Application Fee		$ 5,654.52
Augment Fee (expanding space)		$ 4,162.90
3. Engineering & Implementation Fees		
Initial Application (First Application)		$ 6,300.17
Subsequent Application		$ 5,756.25
Cage Expansion & Additional Cabling		$ 2,181.81
Additional Cabling Only		$ 1,104.48
Power Augment Only		$ 1,130.59
4. Service Access Charge Cable & Frame Termination		
Voice Grade, per 150 Connections to MDF		$ 2,560.03
DS1, per 28 Connections to DSX		$ 2,124.08
Per DS3 Connection to DSX		$ 1,104.48
CO Cable Rack		$ 4,243.63
5. Security		
Security Charge (per location)		$ 1,929.71
6. Multiplexing Node (Cage) Preparation		
100 sq feet	$ 201.82	
Per 20 sq foot addition	$ 40.36	
7. Lighting / AC		
Lighting / AC Charge	$ 31.06	
8. Land and Building		
100 sq feet	$ 745.00	
Per 20 sq foot increments	$ 149.00	
9. DC Power -48V (per Amp Fused, per Feed)		
Power Installation per Amp		$ 72.53
20 Amps	$ 154.33	
40 Amps	$ 308.66	
60 Amps	$ 462.99	
80 Amps	$ 617.32	
100 Amps	$ 771.65	
120 Amps	$ 925.98	
140 Amps	$ 1,080.31	
160 Amps	$ 1,234.64	
180 Amps	$ 1,388.97	
200 Amps	$ 1,543.30	

	Monthly	Nonrecurring
10. Service Access Charge Cable & Frame Termination		
Voice Grade, per 150 Connections to MDF	$ 51.80	
DS1, per 28 Connections to DSX	$ 24.97	
DS1, per 28 Connections to DCS	$ 385.82	
Per DS3 Connection to DSX	$ 10.24	
Per DS3 Connection to DCS	$ 103.08	
11. Escort Service		
Escort Service – 1/4 hour		$ 13.91
B. Cageless Collocation		
1. Customer Not Ready (for Repair Troubles)		$ 55.65
2. Application Fees		
Application Fee		$ 5,654.52
3. Engineering & Implementation Fees		
Initial Application (First Application)		$ 6,300.17
Subsequent Application		$ 5,756.25
Additional Cabling Only		$ 1,104.48
Power Augment Only		$ 1,130.59
4. Service Access Charge Cable & Frame Termination		
Voice Grade, per 100 Connections to MDF		$ 1,707.00
DS1, per 28 Connections to DSX		$ 2,124.08
Per DS3 Connection to DSX		$ 1,115.82
CO Cable Rack		$ 4,243.63
5. Security		
Security Charge (per location)		$ 1,929.71
Additional Card		$ 5.00
6. Lighting / AC		
Lighting / AC Charge	$ 31.06	
7. Land and Building		
Per Equipment Bay	$ 111.75	
8. DC Power -48V (per Amp Fused, per Feed)		
Power Installation per Amp		$ 72.53
20 Amps	$ 154.33	
40 Amps	$ 308.66	
60 Amps	$ 462.99	
80 Amps	$ 617.32	
100 Amps	$ 771.65	
120 Amps	$ 925.98	
140 Amps	$ 1,080.31	
160 Amps	$ 1,234.64	
180 Amps	$ 1,388.97	
200 Amps	$ 1,543.30	

	Monthly	Nonrecurring
9. Conduit Space Rental		
Conduit Space Rental Rate	$ 1.74	
10. Entrance Fiber Structure		
Per foot, per Innerduct	$ 0.20	
11. Service Access Charge Cable & Frame Termination		
Voice Grade, per 100 Connections to MDF	$ 34.53	
DS1, per 28 Connections to DSX	$ 24.97	
DS1, per 28 Connections to DCS	$ 385.82	
Per DS3 Connection to DSX	$ 10.24	
Per DS3 Connection to DCS	$ 103.08	
12. Escort Service		
Escort Service – 1/4 hour		$ 13.91

V. Supplemental PON Charges

A supplement is any new iteration of a local service request.

Supplement # **1**

Cancel - Indicates that the pending order is to be canceled in its entirety.
Charge - $14.38

Supplement # **2**

New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # **3**

Other - Any other change to the request.

Supplement #2 & 3 Charges:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Number	$11.01	$17.83	$11.01	$17.83	$ 8.86	$14.34
*Expedite Charge will be applied ($35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.						

VI. Other Miscellaneous Charges

A. Expedite Charge – Applies on any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence	$ 35.20
Business	$ 35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

B. Preferential/Vanity Numbers

NONRECURRING

Residence	$ 42.33
Business	$ 84.45

C. Concurrence Charge

Hargray is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event Hargray does not create the subscription version(s) within the prescribed time frame, Hargray is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

NONRECURRING

Residence	$ 11.01
Business	$ 17.83

VII. Rates and Charges for 9-1-1

See State Access Tariff.