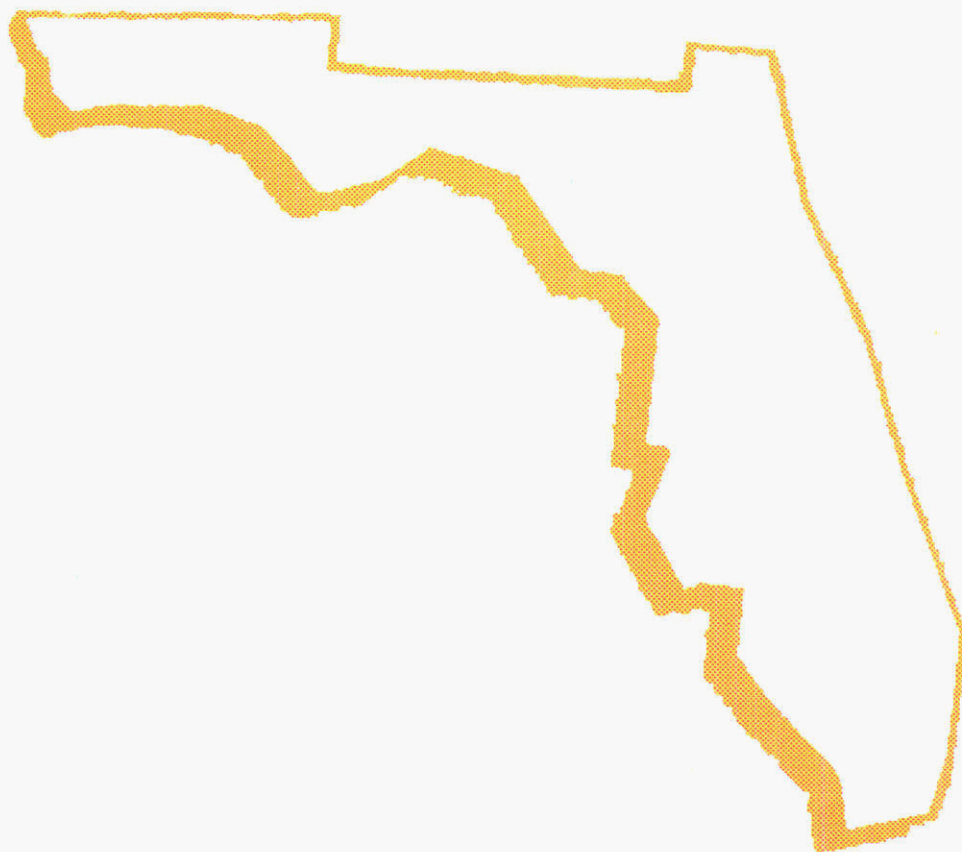


920260-TL

**MINIMUM FILING REQUIREMENTS
FOR SOUTHERN BELL - FLORIDA
VOLUME VI**



DOCUMENT NUMBER-DATE

04499 MAY-6 1992

FPSC-RECORDS/REPORTING

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 920260-TL

Docket Title: Comprehensive review of the revenue requirements and rate stabilization plan of Southern Bell Telephone and Telegraph Company.

DN 04499-92: CONTAINS MICROFICHE THAT COULD NOT BE COPIED.

[CLK NOTE: FORWARDED TO SRC FOR PERMANENT STORAGE.]

FLORIDA PUBLIC SERVICE COMMISSION
Company Southern Bell
Docket No. 920260-TL

Schedule C-24h
Page 1 of 1
Witness Responsible

Attached are microfiche copies of Southern Bell's Monthly Cost Studies.

1 BASIC STUDY FORMS

FORM NO.	DESCRIPTION AND CAT.
SS1001-08	TRAF. STUDIES - CAT 1Q0
SS1001-10	TRAF. STUDIES CAT. 1C - STUDY AREA WTSWS
SS1001-12	TRAFFIC ATUDIES - CAT 1P STUDY AREA WTSWS
SS1002-10	CONVERSATION MINUTE MILES
SS1002-11	EXCH. MSG MIXED BSF
SS1002-12	CONVERSATION MINUTE
SS1006-10	C&W BASIC STUDY FACTORS
SS1006-11	C&W DIRECT INPUT OPTIONS
SS1006-12	C&W DIRECT ASSIGNED
SS1008-10	DIRECT INPUT - CAT 4
SS1008-11	BASIC STUDY FACTORS CAT 4
SS1008-12	TRANSMISSION DIRECT ASSIGNED
SS1009-10	GROSS RECEIPTS BASIC STUDY FACTORS
SS1009-69	GROSS RECEIPTS BASIC STUDY
SS1010-10	NET NONCURRENT DEF. OPR. INC. TAXES
SS1011-10	ALLOW. AND DISALLOW. BASIC STUDY FACTORS
SS1013-10	CUST. OPRNS. EXP. BASIC STUDY INPUT
SS1019-10	SURPLUS DEF'D TAXES

2 MONTHLY STUDY FORMS

FORM NO.	DESCRIPTION AND CAT.
PM1020-10 SS1020-10	EXCH. LINES
PM1024-10 SS1024-10	MILES
PM1025-10 SS1025-10	C&W MEMO RECORDS
PM1026-10 SS1026-10	INFORMATION O&T EQUIP. DIRECT ASSIGNMENT
PM1027-10 SS1027-10	TERMINATION COUNT CAT 4
PM1030-10 SS1030-10	EQUAL ACCESS (EA)
PM1030-13 SS1030-13	EA ADJ TO
SS1031-10	AMTS. AFFECTING FED. TAXES ON INC. - TOT CO
SS1031-11	NON-REG. AMTS. AFFECT- ING FED. TAXES ON INC.
SS1031-12	LSD AMT AFFT'G FED TAX
SS1031-13	OTHER ADJ AMT AFFT'G FED TAX
SS1032-10	ALLOW & DISALLOW TOT CO
SS1032-11	ALLOW & DISALLOW NON-REG
SS1032-12	ALLOW & DISALLOW LEASED
SS1032-13	ALLOW & DISALLOW OTHER ADJ
SS1033-10	REV INPUT - TOT CO
SS1033-11	REV INPUT - NON-REG
SS1033-12	REV INPUT - LSD TO
SS1033-13	REV INPUT - ADJ TO
SS1034-10	REG. DEP. T.P.I.S. EXP.
SS1034-11	NON-REG. DEP. T.P.I.S. EXP.
SS1034-12	LSD TO DEP T.P.I.S. EXP

2 MONTHLY STUDY FORMS

FORM NO.	DESCRIPTION AND CAT.
SS1034-13	ADJ TO DEP T.P.I.S. EXP
SS1036-10	TOT CO CUST. & CORP. OPRNS. MSG. & EXP.
SS1036-11	NON-REG. CUST. OPRNS. EXP
SS1036-12	LSD TO CUST OPRNS EXP
SS1036-13	ADJ TO CUST OPRNS EXP
PM1037-10 SS1037-10	TOTAL CO. ACCTG. REC. INPUT
PM1037-11 SS1037-11	NON-REG. ACCTG. REC INPUT
PM1037-12 SS1037-12	LEASED TO ACCT REC INPUT
PM1037-13 SS1037-13	ADJ TO ACCT REC INPUT
SS1038-10	TOTAL CO. OP. EXP EXCL EA
SS1038-11	NON-REG. OP EXP EXC EA
SS1038-12	LSD TO OP EXP EXCL EA
SS1038-13	ADJ TO OP EXP EXCL EQUAL ACCESS
SS1038-69	PART 69 MONTHLY INPUTS
SS1039-69	PART 69 MONTHLY INPUTS SELECTORS
PM1040-10 SS1040-10	EOM C.O. EQUIP BC BY ACCT AS CAT - TOT CO
PM1040-11 SS1040-11	EOM C.O. EQUIP. BC BY ACCT. AS CAT - NON-REG
PM1040-12 SS1040-12	EOM C.O. EQUIP BC BY ACCT AS CAT - LSD TO
PM1040-13 SS1040-13	EOM C.O. EQUIP BC BY ACCT AS CAT - ADJ TO
SS1045-11	ASSIGNMENT RATIOS CAT 2D0
SS1047-10	TFC DATA - STUDY AREA CAT 2A1/3B0 MOU
SS1054-10	TRAF. APPORT RATIOS CAT. 3

SIS FORMS

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Attachment
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2 MONTHLY STUDY FORMS

FORM NO.	DESCRIPTION AND CAT.
SS1054-11	ASSIGNMENT RATIOS CAT 3D0
SS1061-09	TRAF. DATA - TOTZR CALLS CAT 1Q
SS1065-10	REV FOR 43-01 & 43-04 ARMIS RPTG.

3 CALCULATION FORMS - 1100 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1102-10	EXCH. LINES
SS1103-10	AVG. MILEAGE COUNT
SS1104-10	AVG. TERM. COUNT
SS1105-10	C&W MEMO RECORD SUMMARY
SS1106-10	INFORMATION O&T EQUIP. AVG. OF DIR. ASSIGN.
SS1109-10	AVG. OF TOTAL CO. ACCTG.
SS1109-11	AVG. OF NON-REG. ACCTG.
SS1109-12	AVG OF LSD TO ACCTG
SS1109-13	AVG OF ADJ TO ACCTG
SS1110-10	EA AVG INV. RESERVES AND EXP SUBJECT TO SEP
SS1111-10	AVG. REG. ACCTG
SS1112-10	AVG SUBJ TO SEP ACCTG
SS1117-10	REG. AVG. EOM BOOK COST
SS1118-10	MONTHLY BC ADJD SUBJ TO SEPARATIONS
SS1125-10	EXCH. LINE SUMMARY
SS1130-10	MONTHLY SEPARATIONS CONSTANTS
SS1133-10	TRAF. APPORT. RATIOS CAT 3
SS1140-10	MILES SUMMARY
SS1150-10	CMM - JOINTLY USED SHARED USE PLANT
SS1150-11	APPORT. FOR CAT. EXCH. MSG. MIXED
SS1150-12	CM - JOINTLY USED/SHARED USE

3 CALCULATION FORMS - 1100 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1165-05	TRAF. APPORT. - CAT 1Q
SS1165-13	TRAFFIC APPORTIONMENT CAT 1J3 (1P0,1C, 1Q)
SS1166-10	OP. SVCS. SYS. STUDY AREA APPORT. RATIOS
SS1175-10	TRAFFIC CALC. - STUDY AREA CAT 2A1/3B0

4 CALCULATION FORMS - 1200 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1204-10	REV AMT FOR SEP
SS1205-10	RENT AND MISC REV FOR SEP
SS1206-10	ALLOW. & DISALLOW. REG. CALC. SUBJ TO SEP
SS1207-10	REG. AMTS. AFFTG FED TAXES ON INC SUBJ TO SEP
SS1208-10	CUSTOMER SVCS FOR SEP
SS1209-10	OPRNS SUMMARY SUBJECT TO SEP EXP EXCL EA
SS1211-10	PRECALCULATION FOR CUSTOMER OPRNS
SS1212-10	RENT REV. ALLOC.
SS1219-10	NET NONCURRENT DEFD OPRN INC TAXES

5 CALCULATION FORMS - 1400 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1420-10	C&W - MAT. & SUP.
SS1430-10	INFO. O&T EQUIP.
SS1440-10	APPORT. OF ACCT. 2210 & 2220
SS1460-10	2230 TRANSMISSION
SS1480-10	COE SUMMARY

6 CALCULATION FORMS - 1500 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1510-10	CUST. OP. EXP. ACCT. 6610
SS1511-10	CUST. OP. EXP. TEL OP. SVCS. & PUBLISHED DIR. EXP. ACCT. 6622 1
SS1514-10	CUST. OP. EXP. ACCT. 6623 CAT 1 LCL BUS OFC EXP.
SS1515-10	CUST. OP. EXP. 6620 CAT 2 REV ACCTG. & CAT 3 ALL OTHER SVCS.
SS1516-10	CUST. OP. EXP. 6620 CUST. SVCS. SUMMARY
SS1520-10	COE, IOT, C&WF & NTWK OPTNS EXP.
SS1560-10	BIG 3 EXP. SUMMARY
SS1570-10	CORP. OPRNS. EXP.
SS1580-10	GEN. SUPPORT, CAP LEASES, LEASEHOLD IMPROVEMENTS

7 CALCULATION FORMS - 1600 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1601-10	2001 TOTAL, 2690, APPORT.
SS1602-10	2002T2005, APPORT
SS1603-10	SUMMARY ACCT 3100
SS1604-10	4100 & 4340 APPORT.
SS1605-10	SUMMARY ACCT. 6560
SS1606-10	RENT REVENUE
SS1610-10	EQUAL ACCESS
SS1620-10	INTERSTATE APPORT. FAC.
SS1630-10	SUMMARY OF BC & RESERVES
SS1640-10	EXP. SUMMARY
SS1642-10	SPEC. CHARGES
SS1650-10	AMTS. AFFTG. FED. TAXES ON INC. & AMORT. OF INV. CREDIT
SS1652-10	OTHER EXP. TAXES
SS1654-10	ST. & LCL. INC. TAXES
SS1660-10	PART 36 SUMMARY
SS1665-10	INTERSTATE MSG. & PL. CURR. MO.
SS1670-10	5260 MISC. REVENUES
SS1672-10	CWC - ALLOC. CALC.
SS1674-10	SFAS 96 ACCTG FOR FIT
SS1676-10	RATE BASE ADJ. - OTHER
SS1678-10	RATE BASE ADJ - FIXED CHARGES & AFUDC

7 CALCULATION FORMS - 1600 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1680-10	CWC - CASH BALANCES
SS1682-10	CWC - REVENUES
SS1684-10	CWC - EXP.
SS1686-10	CWC - OTHER TAXES
SS1688-10	CWC - CALCULATION
SS1690-10	CWC - SUMMARY

8 CALCULATION FORMS - 1700 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1701-69	PART 69 INTERFACE -INV
SS1701-79	COE, IOT, C&WF
SS1703-69	PART 69 INTERFACE
SS1703-79	OTH INV & RESERVES
SS1705-69	PART 69 INTERFACE
SS1705-79	EXP/TAXES/REVENUES
SS1707-69	7610 & 7620 NET
SS1707-79	
SS1721-69	PART 69 INTERFACE
SS1721-79	INFO. ORIG/TERM
SS1722-69	CABLE & WIRE
SS1722-79	
SS1723-69	COE
SS1723-79	
SS1724-69	GEN. SUPPORT INV.
SS1724-79	
SS1725-69	MATERIAL & SUPPLIES &
SS1725-79	OTHER ACCOUNT 2001
SS1729-69	2001 SUMMARY/2002, 2003
SS1729-79	2004, 2005
SS1731-69	DEPREC & AMORT
SS1731-79	RESERVES
SS1733-69	4100 & 4340
SS1733-79	
SS1739-69	NET BC
SS1739-79	AVERAGE NET INVESTMENT
SS1741-69	PLANT SPECIFIC &
SS1741-79	NON-SPECIFIC EXPENSES
SS1743-69	CUST. OPRNS. EXP.
SS1743-79	SUMMARY
SS1745-69	CORP. OPRN
SS1745-79	EXP SUMMARY
SS1747-69	6560 SUMMARY
SS1747-79	
SS1749-69	EXP. SUMMARY &
SS1749-79	5240 RENT REVENUE
SS1751-69	OTH. OPRNS TAXES & INV.
SS1751-79	TAX CREDIT
SS1753-69	NET OPRN IS REVENUES
SS1753-79	
SS1755-69	FIT ADJ/FED &
SS1755-79	ST INC TAXES
SS1757-69	PART 65 ALLOWANCES/ DISALLOWANCES - IS PLANT

8 CALCULATION FORMS - 1700 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1758-69	PART 65 ALLOWANCES/ DISALLOWANCES - IS EXPENSE
SS1784-10	AMOUNTS FOR SEPARATIONS
SS1784-69 SS1784-79	PART 69 ANLYS. CL & TS
SS1785-10	SIS ANLYS. EXP.
SS1785-69 SS1785-79	PART 69 ANLYS.
SS1786-10	SIS ANLYS. INV.
SS1786-69	PART 69 ANLYS.
SS1787-10	EXP ANLYS PART 36 & PART 69
SS1788-10	INVESTMENT ANLYS PART 36 & 69
SS1795-10	PART 36 IS ANLYS. & INPUT VERIF.
SS1796-10	PART 36 IS ANLYS. & INPUT VERIF.
SS1797-10	DIFF. - INPUT & ASSIGN.

9 ARMIS FORMS - 1800 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1800-10	ARMIS INTERFACE
SS1801-10	ARMIS INTERFACE - COMMON LINE
SS1802-10	ARMIS INTERFACE - TS
SS1803-10	ARMIS INTERFACE - SA/B&C AND IX
SS1804-10	ARMIS INTERFACE FORM 04
SS1805-10	ARMIS - INTERFACE FORM 05
SS1806-10	ARMIS - INTERFACE FORM 06
SS1807-10	UNIV SVC FUND STUDY
SS1808-10	INPUT DATA FOR CSS/PPS
SS1809-10	ARMIS INTERFACE INVEST COE SW
SS1810-10	ARMIS INTERFACE INVEST CO TRANS
SS1811-10	INTERFACE FORM INVEST C&W FAC
SS1812-10	INTERFACE FORM TRAFFIC
SS1813-10	RESERVED
SS1814-10	RESERVED
SS1815-10	ARMIS SUMMARY EA
SS1816-10	ARMIS SUMMARY COE
SS1817-10	ARMIS SUMMARY C&WF IOT GSF&TPIS
SS1818-10	ARMIS SUMMARY OTHER TEL PLANT
SS1819-10	ARMIS SUMMARY RESERVES AND DEFERRALS
SS1820-10	RESERVED
SS1821-10	ARMIS SUMMARY DEFERRED TAXES +RESERVED ADJ
SS1822-10	ARMIS SUMMARY INCOME AND REVENUES

9 ARMIS FORMS - 1800 SERIES

FORM NO.	DESCRIPTION AND CAT.
SS1823-10	ARMIS SUMMARY PLT-SPEC AND PLT-NON SPEC
SS1824-10	ARMIS SUMMARY CUST AND CORP ORNS
SS1825-10	ARMIS SUMMARY TAXES
SS1826-10	ARMIS SUMMARY ALLOCATORS
SS1827-10	ARMIS SUMMARY REVENUES
SS1828-10	ARMIS SUMMARY TOT CO EXPENSED
SS1829-10	ARMIS SUMMARY TOT CO INVEST
SS1830-10	ARMIS SUMMARY TOT CO RESERVES
SS1832-10	ARMIS 43-01 MONTHLY SUMMARY

10 SUMMARY FORMS

FORM NO.	DESCRIPTION AND CAT.
SS1991-11	INTERSTATE MSG. & PL CURR. MO.
SS1992-11	INTERSTATE ER MSG. & PL CURR. MO.
SS1993-11	INTERSTATE RA MSG. & PL CURR. MO.
SS1994-11	TRANSMISSION & C&W ANLYS.
SS1995-11	ST ACCESS SEP.
SS1996-11	IS ACCESS SEP. CL, SA & B & C
SS1997-11	IS ACCESS SEP. TS & IX
SS1998-11	ST-ER & ST-RA MSG. & PL CURR. MO.
SS1999-11	INTRASTATE & LSD TO
SS1999-91	PART 36 TO PART 69 ANLYS

11 RETROACTIVE ENTRY AND WORK SHEET FORMS

FORM NO.	DESCRIPTION AND CAT.
RE1991-03	TOT. MO. FINAL AMTS. RETRO EFFECT - DATA MONTHS PRIOR TO 1988
RE1991-12	RETRO IS EFF. CALC
WS1991-12	BYPASS SUMMARY EFF. IS TOT.
RE1991-13	TOT. MO. FINAL AMTS. RETRO EFFECT IS MRB1000 COL B
RE1992-12	IS ER RETRO EFF. CALC
WS1992-12	BYPASS SUMMARY EFFECT IS-ER
RE1992-13	TOT. MO. FINAL AMTS. RETRO EFFECT IS-ER MRB2000 COL B
RE1993-12	IS-RA RETRO EFF. CALC
WS1993-12	BYPASS SUMMARY EFF. IS-RA
RE1993-13	TOT. MO. FINAL AMTS. RETRO EFFECT ER/RA MRB 3000 COL. B
RE1994-12	TRANSMISSION AND C&W DIFFERENCES
WS1994-12	BYPASS SUMMARY EFF. IS-ER
RE1995-12	RETRO EFF. CALC STATE PART 69 MRB 5000 COL B
WS1995-12	BYPASS SUMMARY EFF. ST ACCESS

11 RETROACTIVE ENTRY AND WORK SHEET FORMS

FORM NO.	DESCRIPTION AND CAT.
RE1995-13	TOT. FINAL AMTS. RETRO EFF. MRB 5000 - COL B
RE1996-12	IS CL, SA B & C RETRO EFF. CALC
WS1996-12	BYPASS SUMMARY EFF. CL, SA, B & C
RE1996-13	TOT. MO. FINAL AMTS. RETRO EFFECT - CL, SA, B & C MRB 6000 COL B
RE1997-12	IS TS & IX ACCESS EFF. CALC
WS1997-12	BYPASS SUMMARY EFF. IS, TS & IX ACCESS
RE1997-13	TOT. MO. FINAL AMTS. RETRO EFFECT - TS & IX MRB 7000 COL B
RE1998-12	RETRO EFF. CALC SS1998-11 MINUS PREV. 1998-11
WS1998-12	BYPASS SUMMARY EFF. ST-ER & ST-RA
RE1998-13	TOT. MO. FINAL AMTS. RETRO EFFECT - ST-ER & ST-RA - MRB 8000 COL B
RE1999-12	RETRO AND LSD EFF. CALC SS1999-11 MINUS PREV. 1999-11
WS1999-12	BYPASS SUMMARY EFF. INTRASTATE
RE1999-13	TOT. MONTH FINAL AMTS. RETRO EFFECT INTRASTATE & LSD TO MRB 9000 COL B

Traffic and Revenue Settlements Agreements

FLORIDA PUBLIC SERVICE COMMISSION

Company Southern Bell Telephone & Telegraph Co.

Docket No. 920260-TL

Test Year 1991

Schedule C-24i

Page 1 of 1

Witness Responsible:

Check Whether Data Is:

Historic ☒ or Projected ☐

Average ☐ or Year End ☐

SEE ATTACHED

Supporting Schedules:

Recap Schedules:

000002

SUPPLEMENT NO. 12

TO

BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : January 7, 1992

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to recognize the deletion of Annex VIII, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

Annex I	- Intrastate IntraLATA/Intra-Market Toll Services
Annex III	- Intrastate Joint Access Revenue Distribution
Annex IV	- Interstate Joint Access Revenue Distribution
Annex V	- Extended Area Service
Annex VI	- Circuit-Facility Rental
Annex VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
Annex IX	- Operator Services
Annex	- IntraLATA Joint Provisioning
Annex XI	- Accounting Services
Annex XIV	- E911 Service
Annex XV	- Access Service Provisioning
Annex XVI	- Number Services
Annex XVII	- Secondary Directory Assistance

- Annex XIX - Distribution of Interstate Revenue and Usage
Information for Feature Group A Access Services
- Annex XXIV - Distribution of Interstate Revenue and Usage
Information for Feature Group A Access Services
- Annex XXVII - Digital Access Cross Connect Service
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area
Interexchange Private Line Services
- Annex XXIX - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed the 7th day of January, 1992 .

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Barbara W. Deard

By [Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Southy Bennett

By WC [Signature]
Assistant Vice President

SUPPLEMENT NO. 11
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: February 12, 1991

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to recognize the addition of Annex XXVII, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

Annex I	- Intrastate IntraLATA/Intra-Market Toll Services
Annex III	- Intrastate Joint Access Revenue Distribution
Annex IV	- Interstate Joint Access Revenue Distribution
Annex V	- Extended Area Service
Annex VI	- Circuit-Facility Rental
Annex VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
Annex VIII	- Domestic Public Land Mobile Radiotelephone Roamer Service
Annex IX	- Operator Services
Annex X	- IntraLATA Joint Provisioning
Annex XI	- Accounting Services
Annex XIV	- E911 Service
Annex XV	- Access Service Provisioning
Annex XVI	- Number Services
Annex XVII	- Secondary Directory Assistance

- Annex XIX - Distribution of Interstate Revenue and Usage
Information for Feature Group A Access Services
- Annex XXIV - Distribution of Intrastate Revenue and Usage
Information for Feature Group A Access Services
- Annex XXVII - Digital Access Cross Connect Service
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange
Private Line Services
- Annex XXIX - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed the 12th day of February, 1991

Witness:

CENTRAL TELEPHONE COMPANY OF
FLORIDA

Barbara Beard

By [Signature]
-Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

SUPPLEMENT NO. 10
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective September 1, 1990

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to remove out dated points-of-connection in the Pensacola LATA.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Kingsley	Jacksonville	Jacksonville	1.)
Lawtey	"	"	1.)
Starke	"	"	1.)
Alford	Tallahassee/Pensacola	Panama City	2.)
Bonifay	" "	"	2.)
Cottondale	" "	"	2.)
Grand Ridge	" "	"	2.)
Greenwood	" "	"	2.)
Malone	" "	"	2.)
Marianna	" "	"	2.)
Reynolds Hill	" "	"	2.)
Sneads	" "	"	2.)
Westville	" "	"	2.)
Baker	Ft. Walton Beach	Pensacola	3.)
Crestview	"	"	3.)
DeFuniak Springs	"	"	3.)
Destin	"	"	3.)
Ft. Walton Beach	"	"	3.)
Freeport	"	"	3.)
Glendale	"	"	3.)
Ponce de Leon	"	"	3.)
Santa Rosa Beach	"	"	3.)
Seagrove Beach	"	"	3.)
Shalimar	"	"	3.)
Valparaiso	"	"	3.)

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CENTEL/SOUTHERN BELL
 FLORIDA
 BASIC, SUP. 10, EXH. C
 09-01-90
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<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	" " "	" " "
Lee	"	" " "	" " "
Madison	"	" " "	" " "
Monticello	"	" " "	" " "
Panacea	"	" " "	" " "
St. Marks	"	" " "	" " "
Sopchoppy	"	" " "	" " "
Tallahassee	"	" " "	" " "
Wakulla Springs	"	" " "	" " "

POINTS OF CONNECTION

<u>V/H Coordinates</u>	<u>Description</u>
1.) 7926;1178	A point on the southeast side of County Road #215 near Rifle Range Road, in the vicinity of Camp Blanding, approx. 2/3 mi. east of the intersection of CR #215 and SR#16 at the exchange boundary between Central Tel. Co.'s exchange of Kingsley Lake and Southern Bell's exchange of Middleburg.
2.) 7928;1959	Main frame of Southern Bell's Chipley - Jackson central office. (Termination of Centel's fiber cable to Marianna.)

000008

CENTEL/SOUTHERN BELL
FLORIDA
BASIC, SUP. 10, EXH. C
09-01-90
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POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
3).	8094;2096	Main frame of Central Tel. Co.'s Ft. Walton Beach XA central office. (Termination of Southern Bell's fiber cable to Holley-Navarre).

Executed this 1st day of October , 1990 .

Witness:

CENTRAL TELEPHONE COMPANY OF
FLORIDA

Barbara W. Deane

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President
fr

000009

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective February 1, 1990

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to update the point-of-connection information for Starke, Lawtey and Kingsley Lake.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINT OF CONNECTION
Kingsley Lake	Jacksonville	Jacksonville	1.)
Lawtey	"	"	1.)
Starke	"	"	1.)
Alford	Tallahassee/Pensacola	Panama City	2.)
Bonifay	"	"	2.)
Cottondale	"	"	2.)
Grand Ridge	"	"	2.)
Greenwood	"	"	2.)
Malone	"	"	2.)
Marianna	"	"	2.)
Reynolds Hill	"	"	2.)
Sneads	"	"	2.)
Westville	"	"	2.)
Baker	Ft. Walton Beach	Pensacola	3.) or 4.)
Crestview	"	"	3.) or 4.)
DeFuniak Springs	"	"	3.) or 4.)
Destin	"	"	3.) or 4.)
Freeport	"	"	3.) or 4.)
Glendale	"	"	3.) or 4.)
Ponce de Leon	"	"	3.) or 4.)
Santa Rosa Beach	"	"	3.) or 4.)
Seagrove Beach	"	"	3.) or 4.)
Shalimar	"	"	3.) or 4.)
Valparaiso	"	"	3.) or 4.)
Ft. Walton Beach	Ft. Walton Beach	Pensacola	3.) or 4.) or 5.)

000010

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINT OF CONNECTION
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	"	" " "
Lee	"	"	" " "
Madison	"	"	" " "
Monticello	"	"	" " "
Panacea	"	"	" " "
St. Marks	"	"	" " "
Sopchoppy	"	"	" " "
Tallahassee	"	"	" " "
Wakulla Springs	"	"	" " "

POINTS OF CONNECTION

	V/H Coordinates	Description
1.)	7926;1178	A point on the southeast side of County Road #215 near Rifle Range Road, in the vicinity of Camp Blanding, approx. 2/3 mi. east of the intersection of CR #215 and SR#16 at the exchange boundary between Central Tel. Co.'s exchange of Kingsley Lake and Southern Bell's exchange of Middleburg.
2.)	7928;1959	Main frame of Southern Bell's Chipley - Jackson central office. (Termination of Centel's fiber cable to Marianna.)
3.)	8025;2128	Main frame of Central Tel. Co.'s Crestview exchange.
4.)	7969;1871	Midpoint between Central Tel. Co.'s microwave tower at Ft. Walton Beach and the Southern Bell's microwave tower at Holley-Navarre.

000011

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
5.)	8094;2096	Main frame of Central Tel. Co.'s Ft. Walton Beach XA central office. (Termination of Southern Bell's fiber cable to Holley-Navarre)

Executed this 22nd day of May, 1990 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA





By 
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By 
Assistant Vice President


SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective October 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to delete the point-of-connection between Cottondale and Chipley.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINT OF CONNECTION
Kingsley Lake	Jacksonville	Jacksonville	1.)
Lawtey	"	"	1.)
Starke	"	"	1.) or 2.)
Alford	Tallahassee/Pensacola	Panama City	3.)
Bonifay	" "	"	3.)
Cottondale	" "	"	3.)
Grand Ridge	" "	"	3.)
Greenwood	" "	"	3.)
Malone	" "	"	3.)
Marianna	" "	"	3.)
Reynolds Hill	" "	"	3.)
Sneads	" "	"	3.)
Westville	" "	"	3.)
Baker	Ft. Walton Beach	Pensacola	4.) or 5.)
Crestview	"	"	4.) or 5.)
DeFuniak Springs	"	"	4.) or 5.)
Destin	"	"	4.) or 5.)
Freeport	"	"	4.) or 5.)
Glendale	"	"	4.) or 5.)
Ponce de Leon	"	"	4.) or 5.)
Santa Rosa Beach	"	"	4.) or 5.)
Seagrove Beach	"	"	4.) or 5.)
Shalimar	"	"	4.) or 5.)
Valparaiso	"	"	4.) or 5.)
Ft. Walton Beach	Ft. Walton Beach	Pensacola	4.) or 5.) or 6.)
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	"	" " "
Lee	"	"	" " "
Madison	"	"	" " "

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<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Monticello	Tallahassee	Not associated	Does not apply
Panacea	"	with Bell LATA	" " "
St. Marks	"	"	" " "
Sopchoppy	"	"	" " "
Tallahassee	"	"	" " "
Wakulla Springs	"	"	" " "

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
1.)	7926;1178	A point at State Road #215 and Rifle Range Road near Camp Blanding, approx. 2/3 mi. east of the intersection of S.R. #215 and SR#16 at the exchange boundary between Central Tel. Co.'s exchange of Kingsley Lake and the Bell Company exchange of Middleburg.
2.)	7926;1295	A point on State Road #100 (N.W. corner of Section #23, Township 7 South) at the boundary between Central Tel. Co.'s exchange of Starke and the Bell Company's exchange of Keystone Heights.
3.)	7928;1959	Main frame of Southern Bell's Chipley - Jackson central office. (Termination of Centel's fiber cable to Marianna.)
4.)	8025;2128	Main frame of Central Tel. Co.'s Crestview exchange.

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
5.)	7969;1871	Midpoint between Central Tel. Co.'s microwave tower at Ft. Walton Beach and the Bell Company's microwave tower at Holley-Navarre.
6.)	8094;2096	Main frame of Central Tel. Co.'s Ft. Walton Beach XA central office. (Termination of Southern Bell's fiber cable to Holley-Navarre)

Executed this 16th day of November, 19 88 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Bearden

By Joe Cannon for Dale Cross
Vice President 11/1/88

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Ernie Blum

By AB Blum
Assistant Vice President

000015

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: February 8, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to recognize the addition of Annexes XIV, XXIV, XXVIII and XXIX, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex III - Intrastate Joint Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - Circuit-Facility Rental
- Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XIV - E911 Service
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XVII - Secondary Directory Assistance

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- Annex XIX - Distribution of Interstate Revenue and Usage Information
for Feature Group A Access Services
- Annex XXIV - Distribution of Intrastate Revenue and Usage Information
for Feature Group A Access Services
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange
Private Line Services
- Annex XXIX - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed the 8th day of February, 1989.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Bearden

By


Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By


Assistant Vice President

000017

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by both parties.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

000018

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years' tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.
25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of Independent Companies, excluding Bell Companies.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed by a customer (uncollectible).
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.
51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 10th day of June 19 88 .

WITNESS:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Barbara Bearden

By [Signature]
Vice-President

WITNESS:

000024

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By WC Santelli
Assistant Vice President

SUPPLEMENT NO. 5
TO BASIC AGREEMENT

REVISED EXHIBIT D
TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective January 6, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to reflect LAMA implementation for Starke, Lawtey and Kingsley Lake.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Ft. Walton Beach Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
Crestview Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
Marianna Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
End Offices Homed on Jacksonville	All Points	Traffic recording and Automatic Number Identification (ANI).

Executed this 10th day of June, 1988.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA



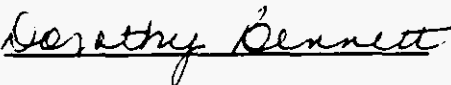
By


Vice President

Witness:

000025

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



By


Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective September 1, 1987

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to reflect the acquisition of the Wakulla Springs exchange.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Kingsley Lake	Jacksonville	Jacksonville	1.)
Lawtey	"	"	1.)
Starke	"	"	1.) or 2.)
Alford	Tallahassee/Pensacola	Panama City	3.) or 4.)
Bonifay	" "	"	3.) or 4.)
Cottondale	" "	"	3.) or 4.)
Grand Ridge	" "	"	3.) or 4.)
Greenwood	" "	"	3.) or 4.)
Malone	" "	"	3.) or 4.)
Marianna	" "	"	3.) or 4.)
Reynolds Hill	" "	"	3.) or 4.)
Sneads	" "	"	3.) or 4.)
Westville	" "	"	3.) or 4.)
Baker	Ft. Walton Beach	Pensacola	5.) or 6.)
Crestview	"	"	5.) or 6.)
DeFuniak Springs	"	"	5.) or 6.)
Destin	"	"	5.) or 6.)
Freeport	"	"	5.) or 6.)
Glendale	"	"	5.) or 6.)
Ponce de Leon	"	"	5.) or 6.)
Santa Rosa Beach	"	"	5.) or 6.)
Seagrove Beach	"	"	5.) or 6.)
Shalimar	"	"	5.) or 6.)
Valparaiso	"	"	5.) or 6.)
Ft. Walton Beach	Ft. Walton Beach	Pensacola	5.) or 6.) or 7.)
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	"	" " "
Lee	"	"	" " "
Madison	"	"	" " "

000026

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Monticello	Tallahassee	Not associated	Does not apply
Panacea	"	with Bell LATA	" " "
St. Marks	"	"	" " "
Sopchoppy	"	"	" " "
Tallahassee	"	"	" " "
Wakulla Springs	"	"	" " "

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
1.)	7926;1178	A point at State Road #215 and Rifle Range Road near Camp Blanding, approx. 2/3 mi. east of the intersection of S.R. #215 and SR#16 at the exchange boundary between Central Tel. Co.'s exchange of Kingsley Lake and the Bell Company exchange of Middleburg.
2.)	7926;1295	A point on State Road #100 (N.W. corner of Section #23, Township 7 South) at the boundary between Central Tel. Co.'s exchange of Starke and the Bell Company's exchange of Keystone Heights.
3.)	7928;1959	Main frame of Southern Bell's Chipley - Jackson central office. (Termination of Centel's fiber cable to Marianna.)
4.)	7918;1944	A point on State Road #10 at the boundary between Central Tel. Co.'s exchange of Cottondale and the Bell Company's exchange of Chipley.
5.)	8025;2128	Main frame of Central Tel. Co.'s Crestview exchange.

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
6.)	7969;1871	Midpoint between Central Tel. Co.'s microwave tower at Ft. Walton Beach and the Bell Company's microwave tower at Holley-Navarre.
7.)	8094;2096	Main frame of Central Tel. Co.'s Ft. Walton Beach XA central office. (Termination of Southern Bell's fiber cable to Holley-Navarre)

Executed this 26th day of October, 1987.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Burden

By

[Signature]

Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

[Signature]

By

[Signature]

Assistant Vice President

000028

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED
EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective June 14, 1987

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Ft. Walton Beach Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
Crestview Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
Marianna Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
End Offices Homed on Jacksonville	All Points	Automatic Number Identification (ANI).

Executed this 26th day of October, 1987.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Emilia Bearden

By

W. H. Hester
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

John R. Smith

By

James T. Lichner
Assistant Vice President

000029

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective: September 22, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to recognize the addition of Annex XIX, Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning ~
- Annex XI - Accounting Services
- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.

- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XVII - Secondary Directory Assistance
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 22ND day of September, 1986.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara W. Dearden

By

W. H. Rogers
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Ann Barkley

By

J. J. Broder
Assistant Vice President

AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1986 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

This Agreement supersedes and cancels the Agreement for the Provision of Telecommunication Services and Facilities between the parties that was executed January 9, 1984 along with all Exhibits and Supplements thereto.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities, associated with intraLATA/intra-Market Area toll services (including Private Line ("PL") services, Message Telecommunication Service ("MTS"), Wide Area Telecommunication Service ("WATS") and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida Public Service Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the Independent Company, those provided by the Independent Company to the Bell Company, and those individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the toll portion of intraLATA/intra-Market Area telecommunication, including operator, switching and transmission facilities. Excluded are all other telecommunication services and facilities.

The Independent Company exchanges that are connected by the Bell Company-Independent Company intraLATA network solely through connection with the intraLATA system of the Independent Company are listed in Exhibit C to this Agreement. The method of handling message recording, identification and operator functions is listed in Exhibit D to this Agreement.

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The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of Telecommunication services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its system so that good service shall be furnished at all times and each will furnish adequate facilities therefore.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

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SECTION IV
• PROTECTION OF PROPRIETARY OR COPYRIGHTED INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, alphabetical customer listing information, computer programs and other software or documentation ("Proprietary or Copyrighted Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary or Copyrighted Information. Such Proprietary or Copyrighted Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation including alphabetical customer listings of names, addresses and telephone numbers to be used for the provision of directory assistance in conducting local exchange telephone business ("Proprietary or Copyrighted Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary or Copyrighted Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving Company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary or Copyrighted Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary or Copyrighted Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary or Copyrighted Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of any appropriate fee by one Company to the other Company for the use of any Proprietary or Copyrighted Information covered by this Agreement or any of its Annexes.

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- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary or Copyrighted Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary or Copyrighted Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.
- D. In the event either Company discloses, disseminates or releases any Proprietary or Copyrighted Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary or Copyrighted Information previously provided, to such Company; such refusal to provide further Proprietary or Copyrighted Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary or Copyrighted Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary or Copyrighted Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary or Copyrighted Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary or Copyrighted Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary or Copyrighted Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the parties and the provision of certain reports and information in connection with the provision of facilities and services hereunder and administration of this Agreement. Also, each party to the Agreement shall provide to the other party the data in sufficient detail reasonably necessary to meet the

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other party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any party, such party may condition furnishing such information upon the other party's agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder, provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone for hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII COMPLIANCE MONITORING

Either party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annexes attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or facilities provided by the owner, in addition to those otherwise required by the procedures and standards set forth in this Agreement, upon seven (7) days' written notice by the non-owner to the owner unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the parties agree to a different period.

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SECTION VIII
TREATMENT OF INDIRECT COMPANIES

For purposes of this Agreement, an Indirect Company is any local exchange telephone company which connects into the intraLATA network or connects to the Point of Presence of an interexchange carrier solely through the facilities of another Independent local exchange telephone company (Direct Company).

Unless otherwise agreed to herein, the parties hereto agree that the Independent Company (Direct Company) will be responsible for ensuring that provisions of this Annex extend to the Indirect Company and will be responsible for all future dealings with the Indirect Company.

SECTION IX
COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION X
BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the Independent Company statements, which shall include the Bell Company and the Independent Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION XI
TERMINATION

This Agreement, except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto, may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

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SECTION XII
DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of compensation required pursuant to any Annex hereto or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XIII
ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIV
INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or independent contractors in connection with the indemnifying party's provision of facilities, or the other party's provision of facilities to the indemnifying party, under this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand if the indemnifying party has not approved the settlement in advance unless the indemnifying party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed to assume such defense.

The owner agrees with respect to facilities and services provided hereunder to the non-owner to indemnify and save the non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees, on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors, under Workers' Compensation or similar statutes. The owner agrees to defend any such suit

brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that give rise to the claim; provided, however, that claims for indemnity under this Section may be made within two years of the accrual of the cause of action for indemnity.

SECTION XV NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

SECTION XVI GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with, the law of the State of Florida.

SECTION XVII SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be affected thereby and shall continue in full force and effect.

SECTION XVIII AMENDMENTS; WAIVERS

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on this 5th day of May, 19 86 .

Witness:

Barbara W. Deard

CENTRAL TELEPHONE COMPANY OF FLORIDA

By

[Signature]
Vice President

Witness:

Am Barkley

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

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BASIC AGREEMENT
EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective January 1, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.

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- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XVII - Secondary Directory Assistance

Executed the 5th day of May, 19 86 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Robert W. [Signature]

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Am Barkley

By

[Signature]
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective January 1, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COST assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

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8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years' tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.
15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be

included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association, governmental agency, or any other entity, which subscribes to Access Services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTERMARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
20. INTRALATA/INTRAMARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE (FX) SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRAMARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.
24. INTRASTATE INTRALATA/INTRAMARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/IntraMarket Area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.
25. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

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26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/IntraMarket Area MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company-Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of Independent Companies, excluding Bell Companies.
31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such messages shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed by a customer (uncollectible).
34. MESSAGE TRANSMISSION (CMDS/STARS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/IntraMarket Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "Sent-Collect" at the calling station from which the message is subsequently completed and "Received-Collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station.
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intraMarket Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 5th day of May, 19 86 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Darlene W. Davis

By

J. S. Rogers
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Buckley

By

J. Brooks
Assistant Vice President

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BASIC AGREEMENT

EXHIBIT C POINTS OF CONNECTION AND ROUTING

Effective January 1, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINT OF CONNECTION
Kingsley Lake	Jacksonville	Jacksonville	1.)
Lawtey	"	"	1.)
Starke	"	"	1.) or 2.)
Bonifay	Pensacola	Panama City	3.)
Reynolds Hill	"	"	3.)
Westville	"	"	3.)
Santa Rosa Beach	Pensacola	Panama City	4.)
Seagrove Beach	"	"	4.)
Marianna	Pensacola	Panama City	5.) or 6.)
Alford	"	"	5.) or 6.)
Cottondale	"	"	5.) or 6.)
Grand Ridge	"	"	5.) or 6.)
Greenwood	"	"	5.) or 6.)
Malone	"	"	5.) or 6.)
Sneads	"	"	5.) or 6.)
Baker	Ft. Walton Beach	Pensacola	7.) or 8.)
Crestview	"	"	7.) or 8.)
DeFuniak Springs	"	"	7.) or 8.)
Destin	"	"	7.) or 8.)
Freeport	"	"	7.) or 8.)
Glendale	"	"	7.) or 8.)
Ponce de Leon	"	"	7.) or 8.)
Shalimar	"	"	7.) or 8.)
Valparaiso	"	"	7.) or 8.)
Ft. Walton Beach	Ft. Walton Beach	Pensacola	7.) or 8.) or 9.)
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	"	" " "
Lee	"	"	" " "
Madison	"	"	" " "

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<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Monticello	Tallahassee	Not associated	Does not apply
Panacea	"	with Bell LATA	" " "
St. Marks	"	"	" " "
Sopchoppy	"	"	" " "
Tallahassee	"	"	" " "

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
1.)	7926;1178	A point at State Road #215 and Rifle Range Road near Camp Blanding, approx. 2/3 mi. east of the intersection of S.R. #215 and SR#16 at the exchange boundary between Central Tel. Co.'s exchange of Kingsley Lake and the Bell Company exchange of Middleburg.
2.)	7926;1295	A point on State Road #100 (N.W. corner of Section #23, Township 7 South) at the boundary between Central Tel. Co.'s exchange of Starke and the Bell Company's exchange of Keystone Heights.
3.)	7935;1971	A point on State Road #10 at the boundary between Central Tel. Co.'s exchange of Bonifay and the Bell Company's exchange of Chipley.
4.)	8066;1982	A point 75 feet west of the Phillips Inlet Bridge on State Road #3 at the boundary between the Central Tel. Co.'s exchange of Seagrove Beach and the Bell Company's exchange of Panama City.

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POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
5.)	7911;1933	A point on the Bayline Railroad line adjacent to the Cottondale Depot at the boundary between Central Tel. Co.'s exchange of Cottondale and the Bell Company's exchange of Chipley.
6.)	7918;1944	A point on State Road #10 at the boundary between Central Tel. Co.'s exchange of Cottondale and the Bell Company's exchange of Chipley.
7.)	8025;2128	Main frame of Central Tel. Co.'s Crestview exchange.
8.)	7969;1871	Midpoint between Central Tel. Co.'s microwave tower at Ft. Walton Beach and the Bell Company's microwave tower at Holley-Navarre.
9.)	8094;2096	Main frame of Central Tel. Co.'s Ft. Walton Beach XA central office. (Termination of Southern Bell's fiber cable to Holley-Navarre)

Executed this 5th day of May, 19 86 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara W. Deard

By

J. Shugart
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Am Barkley

By

J. Brooks
Assistant Vice President

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BASIC AGREEMENT

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective January 1, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Ft. Walton Beach Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
Crestview Toll Center and Associated End Offices	All Points	All traffic recording, identification and operator functions.
Marianna Toll Center and Associated End Offices	All Points	Automatic Number Identification (ANI) and Traffic Recording.
End Offices Homed on Chipley, Jacksonville, and Panama City	All Points	Automatic Number Identification (ANI).

Executed this 5th day of May, 1986.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Debbie W. Deard

By

Shelton
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Am Barkley

By

Braba
Assistant Vice President

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SUPPLEMENT NO. 5
TO
BASIC AGREEMENT
REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective June 15, 1985

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to recognize the addition of Annex IV, Interstate Joint Access Revenue Distribution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services Not applicable.
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services

Executed the 16th day of December, 1985.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Cathy A. Izquierdo

By ~~John A. Hill~~ For I. L. Grogan
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Sam Barkley

By ~~J. J. Brooks~~
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective June 15, 1985

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

This supplement is issued to reflect the implementation of Ft. Walton Beach - Holley-Navarre fiber optic cable.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Baker	Ft. Walton Beach	Pensacola	1.), 2.) or 3.)
Crestview	"	"	" " " "
DeFuniak Spgs.	"	"	" " " "
Destin	"	"	" " " "
Ft. Walton Bch.	"	"	1.), 2.), 3.) or 4.)
Freeport	"	"	1.), 2.) or 3.)
Glendale	"	"	" " " "
Ponce de Leon	"	"	" " " "
Shalimar	"	"	" " " "
Valparaiso	"	"	" " " "
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	"	" " "
Lee	"	"	" " "
Madison	"	"	" " "
Monticello	"	"	" " "
Panacea	"	"	" " "
St. Marks	"	"	" " "
Sopchoppy	"	"	" " "
Tallahassee	"	"	" " "

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
1.)	8025; 2128	Main frame of Central Telephone Company of Florida's Crestview exchange.
2.)	8053; 1979	Midpoint between Central Telephone Company of Florida's microwave tower at Bruce and the Bell Company's microwave tower at Lullwater.

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POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
3.)	7969; 1871	Midpoint between Central Telephone Company of Florida's microwave tower at Ft. Walton Beach and the Bell Company's microwave tower at Holley-Navarre.
4.)	8094; 2096	Main frame of Central Telephone Company of Florida's Ft. Walton Beach XA central office. (termination of Southern Bell's fiber cable to Holley-Navarre) This point of connection for extended area service only.

Executed this 18th day of November, 1985.

Witness:

Cathy Izquierdo

CENTRAL TELEPHONE COMPANY OF FLORIDA

By

[Signature]
Vice President

Witness:

[Signature]

SOUTHERN BELL TEL. AND TEL. COMPANY

By

[Signature]
Assistant Vice President

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AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities, associated with intraLATA/intra-Market toll services (including Private Line ("PL") services, Message Telecommunication Service ("MTS"), Wide Area Telecommunication Service ("WATS") and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida State Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the Independent Company, those provided by the Independent Company to the Bell Company and those individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the toll portion of intraLATA/intra-Market telecommunication services, including operator, switching and transmission facilities. Excluded are all other telecommunication services and facilities.

The Independent Company exchanges that are connected by the Bell Company - Independent Company intraLATA network solely through connection with the intraLATA system of the Independent Company are listed in Exhibit C to this Agreement. The method of handling message recording, identification and operator functions is listed in Exhibit D to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of

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Telecommunication services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its system so that good service shall be furnished at all times and each will furnish adequate facilities therefore.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered

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by the provisions of this Section must be specifically designated as Proprietary Information. Such Proprietary Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving Company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company to the other Company for the use of any Proprietary Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.
- D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided, to such Company; such refusal to provide any further

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Proprietary Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary Information has been disclosed, disseminated or released may have under State or Federal law.

- E. It is agreed that any and all proprietary information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this proprietary information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such proprietary information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder; provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

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SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone for hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII COMPLIANCE MONITORING

Either Party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annex attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or Facilities provided by the owner, in addition to those otherwise required by the procedures and standards set forth in this Agreement, upon seven (7) days' written notice by the non-owner to the owner unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the Parties agree to a different period.

SECTION VIII TREATMENT OF INDIRECT COMPANIES

For purposes of this Agreement, an Indirect Company is any local exchange telephone company which connects into the intraLATA network or connects to the Point of Presence of an interexchange carrier solely through the facilities of another Independent local exchange telephone company (Direct Company).

Unless otherwise agreed to herein, the parties hereto agree that the Independent Company (Direct Company) will be responsible for ensuring that provisions of this Annex extend to the Indirect Company and will be responsible for all future dealings with the Indirect Company.

SECTION IX COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

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SECTION X BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the Independent Company statements, which shall include the Bell Company and the Independent Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION XI TERMINATION

This Agreement except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto, may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

SECTION XII DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of Compensation required pursuant to any Annex hereto or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XIII ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIV INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each Party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability

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relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or independent contractors in connection with the indemnifying Party's provision of Facilities, or the other Party's provision of Facilities to the indemnifying Party, under this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand if the indemnifying Party has not approved the settlement in advance unless the indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed to assume such defense.

The owner agrees with respect to Facilities and services provided hereunder to the non-owner to indemnify and save the Non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees, on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors, under Workers' Compensation or similar statutes. The owner agrees to defend any such suit brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two years of the accrual of the cause of action for indemnity.

SECTION XV NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

SECTION XVI GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with, the law of the State of Florida.

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SECTION XVII
SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall be effected thereby and shall continue in full force and effect.

SECTION XVII
AMENDMENTS; WAIVERS

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

In witness whereof, the parties have caused this Agreement to be signed by their duly authorized officers on this 9th day of January, 19 84.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Martin E. Padgett

By Morgan
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

A. H. Wiley

By A. H. Wiley
Assistant Vice President
Bell-Independent Relations

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EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex-IV-----Interstate-Joint-Access-Revenue-Distribution
- Annex V - Extended Area Service Not applicable
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services Not applicable.
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

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- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services Not applicable.

Executed the 18th day of February, 1984.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Martina E. Padgett

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

[Signature]

By

[Signature]
Assistant Vice President

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EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICS) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by the appropriate regulatory body.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

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8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange has the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book

Costs." Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
20. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.
22. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market area.
24. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.
25. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

000069

26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate Intra LATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of Independent Companies, excluding the Bell Companies.
31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMD5) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person to person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station.
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. TOLL CALLING CARD MESSAGES will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 9th day of January, 1984.

Witness:

Marta E. Padgett

CENTRAL TELEPHONE COMPANY OF FLORIDA

By

J. L. [Signature]
Vice President

Witness:

[Signature]

SOUTHERN BELL TEL. AND TEL. COMPANY

By

[Signature]
Assistant Vice President
Bell-Independent Relations

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINT OF CONNECTION</u>
Baker	Ft. Walton Beach	Pensacola	1.), 2.) or 3.)
Crestview	"	"	" " " "
DeFuniak Spgs.	"	"	" " " "
Destin	"	"	" " " "
Ft. Walton Bch.	"	"	" " " "
Freeport	"	"	" " " "
Glendale	"	"	" " " "
Ponce de Leon	"	"	" " " "
Shalimar	"	"	" " " "
Valparaiso	"	"	" " " "
Cherry Lake	Tallahassee	Not associated	Does not apply
Crawfordville	"	with Bell LATA	" " "
Greenville	"	"	" " "
Lee	"	"	" " "
Madison	"	"	" " "
Monticello	"	"	" " "
Panacea	"	"	" " "
St. Marks	"	"	" " "
Sopchoppy	"	"	" " "
Tallahassee	"	"	" " "

POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
1.)	8025; 2128	Main frame of Central Telephone Company of Florida's Crestview exchange.
2.)	8053; 1979	Midpoint between Central Telephone Company of Florida's microwave tower at Bruce and the Bell Company's microwave tower at Lullwater.

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POINTS OF CONNECTION

	<u>V/H Coordinates</u>	<u>Description</u>
3.)	7969; 1871	Midpoint between Central Telephone Company of Florida's microwave tower at Ft. Walton Beach and the Bell Company's microwave tower at Holley-Navarre.

Executed this 9th day of January, 1984.

Witness:

Nanna E. Padgett

CENTRAL TELEPHONE COMPANY OF FLORIDA

By *[Signature]*
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By *[Signature]*
Assistant Vice President
Bell-Independent Relations

000074

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and CENTRAL TELEPHONE COMPANY OF FLORIDA.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Baker Crestview DeFuniak Spgs. Destin Ft. Walton Beach Freeport Glendale Ponce de Leon Shalimar Valparaiso	All Points	All traffic recording, identification and operator functions.

Executed this 9th day of January, 19 84.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

M. J. Padgett

By

J. H. King
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

A. H. Allen

By

R. T. Brown
Assistant Vice President
Bell-Independent Relations

000075

SUPPLEMENT NO. 9
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Intrastate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and CENTRAL TELEPHONE COMPANY OF FLORIDA (hereinafter "Centel") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, and Directory Assistance Access Services; effective March 28, 1990 for Special Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 3rd day of July , 1990 .

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Barbara Borden

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Sarah B. Bennett

By

[Signature]
Assistant Vice President
for

000076

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION effective January 1, 1984, between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Special Access Services.

The following paragraph B shall be included in Section III, COMPENSATION, of the AMENDMENT:

III. COMPENSATION

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. It is the obligation of the Billing Company to notify the access customer if the parties hereto select a different billing option.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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FLORIDA
ANNEX III, SUP. 8
AMENDMENT
03-28-90
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In addition, the following paragraph B shall be included in Section I, JOINT TRANSPORT, of ATTACHMENT 1 to the AMENDMENT:

I. JOINT TRANSPORT

B. Special Access

The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff F.C.C. No. 4.

Executed this 11th day of May, 1990.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Bearden

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President
for

000078

SUPPLEMENT NO. 7
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
AMENDMENT

In order to implement meet point billing for Intrastate Feature Group C, Feature Group D and Directory Assistance Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and CENTRAL TELEPHONE COMPANY OF FLORIDA (hereinafter "Centel") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 as follows:

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing an access customer for the above specified jointly provided access services. This previously existing method of billing, known as "end office billing", required the "end office company" to bill for the jointly provided access services based on its intrastate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex III. The implementation of meet point billing will terminate this sharing of revenues and existing billing arrangements.

II. STANDARDS

The parties to this Amendment agree to abide by the terms and conditions contained in the Multiple Exchange Carrier Access Billing Standards (MECABS) and the Multiple Exchange Carrier Ordering and Design Standards (MECODS) documents.

III. COMPENSATION

The following procedures shall apply for the remittance of revenues derived from the joint provisioning of intrastate joint access services to access customers for Feature Group C, Feature Group D and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. The Initial Billing Company (IBC) shall

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compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's intrastate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment Centel is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff FCC No. 4. Revenue distribution, where appropriate, shall be performed pursuant to the procedures contained in Attachment 1, which is attached hereto and incorporated herein.

IV. PROVISIONING

Provisioning guidelines and responsibilities for jointly provided access services are specified in Annex XV between the parties.

V. COLLECTION PRACTICES AND LEGAL RECOURSE

In the event an access customer fails to pay the Billing Company the entire amount billed where a Single Bill option is used, it shall be the duty and responsibility of the Billing Company to take whatever steps are necessary to collect the unpaid amount(s), including, but not limited to, filing suit against the access customer. However, the Billing Company must obtain the written consent of the non-billing company prior to the initiation of litigation. Division of attorneys' fees and litigation costs will be agreed to by the parties and made part of the written consent prior to filing of the suit. Should the Billing Company recover less than the entire amount billed, the deficiency shall be divided pro rata between the two companies based on each party's percentage of the total bill submitted to the access customer.

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VI. TERMS

It is expressly agreed that any and all terms and conditions contained in Annex III or its exhibits or attachments which are inconsistent with or contrary to this Amendment are null and void.

Executed this 9th day of October, ~~1988~~ 1989.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara W. Deard

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Gentry Bennett

By

[Signature]
Assistant Vice President

00C081

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Attachment describes revenue distribution procedures applicable to those jointly provided Intrastate access services which are "Meet Point Billed" as reflected in the above referenced Amendment. The remittance of access service revenues, billed and collected by one company, to the other company shall be based upon percentages determined under the following procedures:

I. JOINT TRANSPORT

The parties agree that the transport percentages specified in the Exchange Carrier Association (ECA) Tariff F.C.C. No. 4 shall be utilized for the billing to access customers of those jointly provided services specified in the Amendment. These percentages are based upon airline distances between the Meet Point(s), i.e. point of connection(s), connecting locations identified in the ECA F.C.C. No. 4 tariff.

A. Switched Access

Both parties utilize an intrastate access tariff structure in which charges for interexchange mileage and carrier termination(s) are combined in a single switched access transport rate element. This combined rate structure makes it necessary to weight the airline-based percentages shown in the ECA F.C.C. No. 4 tariff to reflect carrier terminal ownership for revenue sharing purposes. Weighting factors utilized for this purpose are as follows:

<u>Transport Mileage Band</u>	<u>Ratio of CXR Termination to Total</u>	<u>Ratio of Airline Mileage to Total</u>
1-8 miles	.638	.362
over 8-16 miles	.679	.321
over 16-25 miles	.578	.422
over 25-50 miles	.448	.552
over 50-100 miles	.469	.531
over 100-999 miles	.815	.185

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Compensation reflecting the difference between ECA F.C.C. No. 4 billed to the customer and weighted percentages as described above shall be made monthly between the parties as appropriate.

II. RECORDING AND MESSAGE PROCESSING

The IBC shall compensate the SBC for recording and message processing, if applicable, according to the SBC's filed tariff charges for the access services performed as reflected in Annex XI, Accounting Services, between the parties.

Executed this 9th day of October, 1988-1989.

Witness:

Barbara W. Dean

CENTRAL TELEPHONE COMPANY OF FLORIDA

By

[Signature]
Vice President

Witness:

Kathryn Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000083

SUPPLEMENT NO. 6
TO
ANNEX III

REVISED ATTACHMENT 1
TO
EXHIBIT A

Effective June 14, 1987

Attached to and made part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINT ACCESS SERVICES, effective July 1, 1985 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to recognize the rehomeing of Santa Rosa and Seagrove Beach exchanges, and to recognize new access serving arrangements.

The following Compensation amounts shall apply for the provision of Intrastate Joint Access Services to Interexchange Carriers.

I. JOINT LOCAL TRANSPORT

The End Office Company shall compensate the POP Company for Local Transport based on the following ownership percentage. The ownership percentage is based on sharing the Carrier termination portion of Local Transport equally, if each Company owns carrier termination equipment; and the line-haul portion of Local Transport based on a percentage of air-line miles owned by each Company.

<u>POP</u> <u>(Svg. Wire Center)</u>	<u>End</u> <u>Office</u>	<u>End Office Company</u> <u>% Ownership</u>	<u>POP Company</u> <u>% Ownership</u>
Chipley (CHPLFLMA)	Marianna (MRRNFLXA)	71	29
Jacksonville (JCVLFLCL)	Kingsley Lake (KGLKFLXA)	49	51
	Lawtey (LWTYFLXA)	49	51
	Starke (STRKFLXA)	48	52
Lynn Haven (LYHNFLOH)	Alford	35	65
	Bonifay	32	68
	Cottdondale	34	66
	Grand Ridge	48	52
	Greenwood	44	56
	Malone	45	55
	Marianna	41	59
	Reynolds Hill	44	56
	Sneads	50	50
	Westville	41	59
Pensacola (PNSCFLBL)	Crestview (CRVWFLXA)	22	78
	Ft. Walton Beach (FTWBFLXA)	35	65

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II. RECORDING AND MESSAGE PROCESSING

The End Office Company shall compensate the other Company for recording and message processing, if applicable, according to the amounts reflected in Exhibit A to Annex XI.

III. OTHER SERVICES PROVIDED BY BELL

Operator Services and associated message recording and processing functions for certain Central Telephone Company exchanges will continue to be furnished by Southern Bell under the provisions of Annex IX (Operator Services) and Annex XI (Accounting Services), respectively.

Executed this 26th day of October, 1987.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Bearden

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

[Signature]

By [Signature]
Assistant Vice President

000085

SUPPLEMENT 5

Issued July 30, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Central Telephone Company of Florida, Tallahassee, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1985 through December 31, 1985 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1985 Study Costs	\$8,506,789
1985 Preliminary Settlements	\$8,756,402
Net Due Bell	\$ 249,613

Upon the execution of this supplement Bell will debit the account of Central in the amount of \$249,613 in final settlement for Intrastate Access Services for the period January 1, 1985 through December 31, 1985.

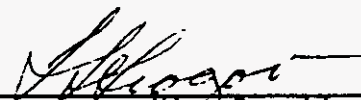
This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 19th day of AUGUST, 1986.

WITNESS:

CENTRAL TELEPHONE COMPANY OF FLORIDA



By 
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



By 
Assistant Vice President

000086

SUPPLEMENT NO. 4
TO
ANNEX III

ATTACHMENT 1
TO
EXHIBIT A

Effective January 1, 1986

This Supplement is issued to recognize the acquisition of properties formerly owned by Continental Telephone Company of the South.

Attached to and made part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINT ACCESS SERVICES, effective July 1, 1985 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Compensation amounts shall apply for the provision of Intrastate Joint Access Services to Interexchange Carriers.

I. JOINT LOCAL TRANSPORT

The End Office Company shall compensate the POP Company for Local Transport based on the following ownership percentage. The ownership percentage is based on sharing the Carrier termination portion of Local Transport equally, if each Company owns carrier termination equipment; and the line-haul portion of Local Transport based on a percentage of air-line miles owned by each Company.

<u>POP (Svc. Wire Center)</u>	<u>End Office</u>	<u>End Office Company % Ownership</u>	<u>POP Company % Ownership</u>
Chioley (CHPLFLMA)	Bonifay (BNFYFLXA)	47	53
	Reynolds Hill (RYHLFLXA)	64	36
	Westville (WSTVFLXA)	61	39
Jacksonville (JCVLFLCL)	Kingsley Lake (KGLKFLXA)	49	51
	Lawtey (LWTYFLXA)	49	51
	Starke (STRKFLXA)	48	52
Panama City (PNCYFLMA)	Santa Rosa Bch. (SNRSFLXA)	46	54
	Seagrove Bch. (SGBHFLXA)	38	62

II. RECORDING AND MESSAGE PROCESSING

The End Office Company shall compensate the other Company for recording and message processing, if applicable, according to the amounts reflected in Exhibit B to Annex XI.

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III. OTHER SERVICES PROVIDED BY BELL

Operator Services and associated message recording and processing functions for certain Central Telephone Company exchanges will continue to be furnished by Southern Bell at Pensacola under the provisions of Annex IX (Operator Services) and Annex XI (Accounting Services), respectively.

Executed this 5th day of May, 1986.

Witness:

CENTRAL TELEPHONE CO. OF FLORIDA

Barbara W. Deard

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Am Barkley

By [Signature]
Assistant Vice President

000088

SUPPLEMENT 3

Issued December 26, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Central Telephone Company of Florida, Tallahassee, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1984 through December 31, 1984 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1984 Study Costs	\$23,744,668
1984 Preliminary Settlements	<u>\$21,070,202</u>
Net Due Central	\$ 2,674,466

Upon the execution of this supplement Bell will credit the account of Central in the amount of \$2,674,466 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 20th day of January, 1986.

WITNESS:

CENTRAL TELEPHONE CO. OF FLORIDA

Cathy Izquierdo

By

Al Rogers
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By

JJ Brooks
Assistant Vice President

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SUPPLEMENT NO. 2
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
Effective July 1, 1985

This Supplement replaces in its entirety Annex III and associated Exhibit A effective January 1, 1984.

This Annex, effective the 1st day of July, 1985, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company and CENTRAL TELEPHONE COMPANY OF FLORIDA, a Corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate Joint Access Services to Interexchange Carriers over facilities provided by each company within its service area, and shall each share the revenues generated in providing such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;
- B. To specify the facilities and methods used to provide such Joint Access Services; and
- C. To establish the methods and procedures used to distribute between the companies the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.
- B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them. Neither company will connect or permit the connection, either directly or indirectly, of their Access System, for the

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purpose of providing Intrastate Joint Access Services, at any points other than the Points of Connection specified in Exhibit C to the Basic Agreement. Access Services provided to Interexchange Carriers through facilities not listed in Exhibit C to the Basic Agreement are not subject to the provisions of this Annex.

- C. Each company will plan, design, construct and maintain the facilities within their respective Access Systems as is necessary and proper for the provision of the Access Services covered by this Annex. In providing such Access Services and facilities, each company will adopt and comply with generally acceptable industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

III. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.
- B. The revenue distribution for facilities furnished and services provided under this agreement shall be paid on a monthly basis. The methods and procedures for the provision of data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, shall be as reasonably required by the revenue distribution administrator. Such methods and procedures may be revised by the administrator as required to ensure the timely and proper distribution of revenues covered by this Annex.

IV. AVAILABILITY OF DATA

Each company will keep records of its transactions relating to the provision of Intrastate Joint Access Services in sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of the company's reported revenues and of the investment and expense data underlying the compensation amounts provided hereunder. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts provided under this Annex.

V. TERM

This Annex shall become effective on the date first written and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other party thirty (30) days written notice thereof.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 28th day of June, 19 85 .


Witness:

London M. Kalbu

Witness:

J. White

By CENTRAL TELEPHONE CO. OF FLA.

By 
Vice President

SOUTHERN BELL TEL. & TEL. CO.

By 
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTRASTATE JOINT ACCESS SERVICES
Effective July 1, 1985

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

- I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.
- II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.
- III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:
 - A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:
 1. Switched Access;
 2. Special Access;
 3. Billing and Collecting; and
 4. Directory Assistance
 - B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:
 1. All or part of Local Transport;
 2. Recording of Intrastate InterLATA Messages; and
 3. Message processing of Intrastate InterLATA Messages.

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C. The End Office Company will retain all revenues billed for Intrastate Access Services and will compensate the POP Company as more specifically set forth in Attachments to this Exhibit.

IV. DATA REPORTING. Each party shall furnish to the other such information as may be required for monthly revenue accumulation, billing and statistical purposes. Monthly, if not more frequently, each party will furnish actual data, including, but not limited to, originating and terminating Intrastate InterLATA minutes of use, Intrastate InterLATA recorded messages and Intrastate InterLATA billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this
June , 19 85 .

28th day of

Witness:

Gen
CENTRAL TELEPHONE CO. OF FLA.

James M. Walker

By [Signature]
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Am Barkley

By [Signature]
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the Independent Company. This Exhibit is made in order to more clearly define the rights and obligations of the parties under Annex III, Intrastate Access Revenue Distribution between them effective January 1, 1984 and to discharge all such obligations to each other as soon as practicable after July 1, 1985, as specifically provided below.

I. GENERAL PROVISION

- A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.
- B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.
- C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

- A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:
 - 1. Settlement adjustments shall be made quarterly on the first work day of January, April, and July, 1986. Each such settlement adjustment shall include all the adjustment items, not previously included in a settlement or settlement adjustment, for which the parties have agreed, by the 15th day of the preceding month, that a settlement adjustment was required under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits.

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2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.
 3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.
- B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

All settlement adjustments discovered prior to June 30, 1986 to which the parties are entitled under Annex III effective January 1, 1984 shall be made by the parties, in accordance with Section II.B. above, except as specifically provided below:

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using the separations principles and procedures as incorporated into Parts 67 and 69 of the Federal Communications Commission's Rules and Regulations and as amended and in effect at the time to which the settlement or settlement adjustment relates. Other modifications if agreed to by both parties may be incorporated into the study.

V. REVIEW PROCEDURES

The Bell Company and the Independent Company shall have the right to conduct reviews or audits of relevant supporting detail and documents as necessary and appropriate to give assurance of compliance with the provisions of Annex III effective January 1, 1984 and its Exhibits. Each party, whether or not in connection with a formal review or audit, shall provide the other with reasonable access to relevant data within its possession relating to the determination of settlement and settlement adjustment amounts under this Exhibit.

VI. TERM OF AGREEMENT

No further or additional rights, duties and obligations created under this Exhibit shall accrue after June 30, 1986 and the parties shall discharge all obligations one to another by December 31, 1986.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 6th day of September, 1985.

Witness:

CENTRAL TELEPHONE CO. OF FLA.

Cathy Izquierdo

By

Shogren
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

AmBarkley

By

J. J. Booth
Assistant Vice President

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ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate Access Services are defined as including Switched Access, WATS Access, Private Line Station Terminations, Directory Assistance and Billing and Collecting which are furnished in whole or in part by the system of the Independent Company and are furnished under intrastate tariffs filed by the Bell Company and concurred in by the Independent Company. Intrastate Access Services subject to this Agreement are identified in Southern Bell's Florida Access Service Tariff.

When Independent-to-Independent (I-I), Bell-to-Independent (B-I), Independent-to-Bell (I-B), or Bell-to-Bell (B-B) access traffic ceases to be furnished under the statewide uniform access rate schedules identified above such traffic will cease being covered by this Annex.

II. INDEPENDENT COMPANY EXCHANGES

The exchanges of the Independent Company system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

The Bell Company and Independent Company will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

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IV. ROUTING OF TRAFFIC

The traffic interchanged under this Annex will be routed as indicated in Exhibit C. Changes in routing shall be agreed upon in writing by the parties before becoming effective.

V. TRAFFIC RECORDING AND IDENTIFICATION

The recording and identification functions required to provide access services specified hereunder shall be performed as shown in Exhibit D of the Basic Agreement.

VI. MONTHLY COMPENSATION

Each party will collect all charges payable by its interexchange customers for Access Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by the Bell Company to the Independent Company and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

VII. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VIII. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

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IX. TERM OF ANNEX

This annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 18th day of February, 19 84 .

Witness:

CENTRAL TEL. CO. OF FLORIDA

Martha C. Padgett

By

W. H. Logan
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Sam Barkley

By

R. T. B...
Assistant Vice President

EXHIBIT A

BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTRASTATE ACCESS REVENUE DISTRIBUTION ANNEX dated January 1, 1984, between CENTRAL TELEPHONE COMPANY OF FLORIDA, hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

Compensation amounts which the Independent Company is to receive for its participation in the handling of Intrastate Access Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. The Independent Company will report all revenues for Intrastate Access Services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:
1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures; plus
 2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less
 3. The Intrastate Access portion of the interest charged construction of the Independent Company; plus
 4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate Access services as the pool's achieved return on the average net book costs of property devoted to Intrastate Access services.

- B. Within ten (10) working days following the close of a calendar month the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:
1. Intrastate access revenues defined herein billed by the Independent Company; less
 2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to the Bell Company as of five (5) working days prior to the end of the month. These elements will be reviewed with the Independent Company prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Independent Company. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 67 and Part 69 of the FCC Rules and regulations, as modified by the most recent USITA/AT&T Joint Reports. Other modifications if agreed to by both parties may be incorporated into the study.

- B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.
- D. The Surtax Exemption shall be allocated between access services and non access service based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of Companies for Federal Income Taxes, the effect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes, if the Independent Company petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISIONS

- A. The Independent Company shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.
- B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from the date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due the Bell Company shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If the Bell Company failed to meet its obligations:

1. Any retroactive compensation amount due the Bell Company shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and

2. Any retroactive compensation amount due the Independent Company shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that the Independent Company books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 31, FCC Rules and Regulations for Class A & B telephone companies. The Independent Company and the Bell Company books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of mutually agreeable Independent Company accounting procedures in areas such as delayed retirements, station accounting studies, etc. the Bell Company's procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

The Independent Company shall furnish its cost studies annually in a format (magnetic tapes or an equivalent method) suitable for processing through the Bell Company's mechanized cost study analysis systems. Output of these systems shall be made available to the Independent Company to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between the Independent Company and the Bell company reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed the 18th day of February, 1984.

Witness:

CENTRAL TEL. CO. OF FLORIDA

Martin E. Padgett

By

J. Schoger
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Barkley

By

R. T. Brown
Assistant Vice President

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SUPPLEMENT NO. 2
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued January 21, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Central Telephone Company of Florida and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1989 through December 31, 1989 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1989 Study Costs	\$2,250,792
1989 Preliminary Settlements	\$1,799,846
Net Due Centel	\$ 450,946

Upon the execution of this supplement Bell will credit the account of Centel in the amount of \$450,946 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 27th day of February 1991.

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Conita Brasley

BY C. Dan King
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Bartholomew Bennett

BY W. J. Smith
Assistant Vice President

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IntraLATA Private Line
Meet Point Billing Option

☐

Single Bill/Single Tariff

☒

Multiple Bill/Multiple Tariff

☐

If you have selected the Single Bill Option and
you wish Southern Bell to be the billing company,
please check here.

Central Telephone Company
of Florida

Company

C. Dean Kurtz
C. Dean Kurtz - General Regulatory Mgr.
Name/Title

8/17/90
Date

SOUTHERN BELL

C. J. [Signature]
C. J. [Signature] - Operations Manager
Name/Title

11/15/90
Date

SUPPLEMENT NO. 1
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued March 7, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Central Telephone Company of Florida and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1988 through December 31, 1988 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1988 Study Costs	\$1,587,943
1988 Preliminary Settlements	\$1,605,000
Net Due Bell	\$ 17,057

Upon the execution of this supplement Bell will debit the account of Centel in the amount of \$17,057 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 29th day of May, 1990.

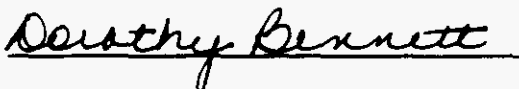
WITNESS:



CENTRAL TELEPHONE COMPANY
OF FLORIDA

By 
Vice President

WITNESS:



SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By 
Assistant Vice President


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ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called Centel, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of Centel under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Centel. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. CENTEL EXCHANGES

The exchanges of the Centel system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

Southern Bell and Centel will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to Centel and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

V. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VI. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated pursuant to Section VI or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 10th day of June, 19 88.

Witness:

CENTRAL TELEPHONE COMPANY OF
FLORIDA

Barbara Beard

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988, between CENTRAL TELEPHONE COMPANY OF FLORIDA, hereinafter called Centel, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Centel is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. Centel shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:
 1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less
 2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Centel; plus
 3. An amount to give Centel the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.
- B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Centel a statement of preliminary compensation for that month reflecting the net of:
 1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Centel; less

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2. The net of Centel's compensation as determined in A.1. through A.3. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to Southern Bell as of five (5) working days prior to the end of the month. These elements will be reviewed with Centel prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of Centel. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

- D. The Surtax Exemption shall be allocated between state, interstate and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of affiliated companies for Federal Income Taxes, the affect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 1402, Investments in Nonaffiliated Companies, will be treated as an operating investment for compensation purposes if Centel petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Accounts 7510 through 7540, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of Account 1402.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISION

- A. Centel shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within six (6) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, Centel and Southern Bell shall establish a schedule for the exchange of data required to enable Centel to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise Centel within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If Centel failed to meet its obligations:

1. Any retroactive compensation amount due Centel shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due Southern Bell shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If Southern Bell failed to meet its obligations:

1. Any retroactive compensation amount due Southern Bell shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and
2. Any retroactive compensation amount due Centel shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Centel books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Centel and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

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In the absence of mutually agreeable Centel accounting procedures in areas such as delayed retirements, station accounting studies, etc. Southern Bell's procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

Centel shall furnish its cost studies annually in a format (magnetic tapes or an equivalent method) suitable for processing through Southern Bell's mechanized cost study analysis systems. Output of these systems shall be made available to Centel to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between Centel and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed the 10th day of June, 19 88.

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Barbara Beach

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

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Norathy Bennett

By [Signature]
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective June 1, 1990

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to revise BHMOC quantities.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For Centel payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC'S		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Jacksonville	BLDWFLMA	9	1	10
	FRBHFLFP	7	1	8
	FTGRFLMA	1	1	2
	GCSPFLCN	29	2	31
	JCBHFLAB	3	1	4
	JCBHFLMA	5	1	6
	JCBHFLSP	3	1	4
	JCVLFLAR	23	1	24
	JCVLFLBW	15	1	16
	JCVLFLCL	49	3	52
	JCVLFLFC	14	1	15
	JCBHFLJT	2	1	3
	JCVLFLLF	27	1	28
	JCVLFLNO	58	3	61
	JCVLFLOW	14	1	15
	JCVLFLRV	46	3	49
	JCVLFLSJ	31	2	33
	JCVLFLSM	21	1	22
	JCVLFLWC	46	3	49
	LKCYFLMA	54	3	57
	MDBGFLPM	53	2	55
	MNDRFLAV	1	1	2
	MNDRFLLO	14	1	15
	MNDRFLW	2	1	3

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I. For Centel payments to Southern Bell (Cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC'S</u>		<u>TOTAL</u>
		<u>TERM (MTS/WATS)</u>	<u>ORIG (800)</u>	
Jacksonville	MXVLFTR	25	1	26
	ORPKFLMA	32	2	34
	ORPKFLRW	35	2	37
	PLTKFLMA	31	2	33
	PMPKFLMA	1	1	2
	PNVDFLMA	4	1	5
	STAGFLBS	6	1	7
	STAGFLMA	11	1	12
	STAGFLSH	4	1	5
	WELKFLMA	1	1	2
	YULEFLMA	1	1	2
	Total	678	51	729
Panama City	CHPLFLJA	449	32	481
	GCVLFLMA	300	21	321
	HAVNFLMA	18	1	19
	LYHNFLMA	2	1	3
	LYHNFLOH	58	3	61
	PCBHFLNT	84	6	90
	PNCYFLCA	37	3	40
	PNCYFLMA	366	26	392
	SYHSFLCC	19	1	20
	VERNFLMA	102	7	109
	YNFNFLMA	28	2	30
	Total	1463	103	1566
Pensacola	CNTMFLLE	73	4	77
	GLBRFLMC	293	15	308
	HLNVFLMA	209	11	220
	JAY_FLMA	33	2	35
	MLTNFLRA	300	15	315
	MNSNFLMA	21	1	22
	PACEFLPV	109	6	115
	PNSCFLBL	803	41	844

I. For Centel payments to Southern Bell (Cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC'S</u>		<u>TOTAL</u>
		<u>TERM (MTS/WATS)</u>	<u>ORIG (800)</u>	
Pensacola	PNSCFLFP	955	49	1004
	PNSCFLHC	93	5	98
	PNSCFLPB	33	2	35
	PNSCFLWA	<u>329</u>	<u>17</u>	<u>346</u>
	Total	3251	168	3419
	Total all LATAS	5392	322	5714

II. For Southern Bell payments to Centel:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC'S</u>		<u>TOTAL</u>
		<u>TERM (MTS/WATS)</u>	<u>ORIG (800)</u>	
Jacksonville	KGLKFLXA	95	7	102
	LWTYFLXA	221	13	234
	STRKFLXA	<u>740</u>	<u>83</u>	<u>823</u>
	Total	1056	103	1159
Panama City	ALFRFLXA	119	4	123
	BNFYFLXA	578	11	589
	CTDLFLXA	175	1	176
	GDRGFLXA	56	2	58
	GNWDFLXA	39	1	40
	MALNFLXA	50	3	53
	MRNNFLXA	681	17	698
	RYHLFLXA	62	2	64
	SNDSFLXA	52	3	55
	WSTVFLXA	<u>98</u>	<u>3</u>	<u>101</u>
	Total	1910	47	1957

II. For Southern Bell payments to Centel (Cont.):

LATA	WIRE CENTER CLLI	BHMOC'S		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Pensacola	BAKRFLXA	156	3	159
	CRVWFLXA	445	40	485
	DFSPFLXA	217	20	237
	DESTFLXA	328	27	355
	ELFDLFLXA	142	13	155
	FRPTFLXA	41	6	47
	FTWBFLXA	722	64	786
	FTWBFLXB	549	40	589
	FTWBFLXC	102	4	106
	GLDLFLXA	23	1	24
	PNLNFLXA	30	1	31
	SHLMFLXA	254	14	268
	SGBHFLXA	28	3	31
	SNRSFLXA	70	7	77
	VLPRFLXA	300	23	323
	VLPRFLXB	100	7	107
	Total	3507	273	3780
	Total all LATAs	6473	423	6896

Executed this 29th day of May, 1990.

Witness:

Barbara L. Smith

CENTRAL TELEPHONE COMPANY
OF FLORIDA

John L. Smith
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

John L. Smith
Assistant Vice President

ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION
FOR INTRASTATE INTRALATA TOLL SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation organized under the laws of the State of Florida, (herein called "Centel"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntraLATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and
- B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

Intrastate IntraLATA Toll Services are defined for the purpose of this Annex as including (1) IntraLATA Message Telecommunication Services (MTS), (2) Wide Area Telecommunication Service (WATS), and (3) 800 Service which are furnished in part by the system of Centel and in part by the system of Southern Bell, and which are furnished under Intrastate IntraLATA toll tariffs filed, or concurred in, by each company.

Private Line Services are not covered under this Annex. LATA-wide or EAEA termination of FGA access traffic is not covered by this Annex.

III. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their respective systems for the exchange of IntraLATA Toll Service traffic at the point or points of connection shown in Exhibit C of the Basic Agreement between the companies. The Toll Service traffic originated and/or terminated under this Annex may be routed through said point or points of connection, as appropriate.

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- B. Each company will plan, design, construct and maintain the facilities within their respective systems as is necessary and proper for the provision of the Toll Services covered by this Annex. In providing such services and facilities, each company will adopt and comply with generally accepted industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided. The provisioning of services covered by this Annex shall be as agreed to by the companies in Annex X between them.

IV. ROUTING OF TRAFFIC

The traffic covered by this Annex should be routed as indicated in the Local Exchange Routing Guide (LERG), or by mutual agreement of the companies. Compensation covered herein shall be made based on LERG homing arrangements regardless of individually negotiated exception cases to these arrangements, e.g. high usage trunking, temporary routing changes, alternate routing, etc.

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

The operating functions required to provide IntraLATA Toll Services i.e., recording, identification, and operator handling of Toll traffic, shall be performed as shown in Exhibit D of the Basic Agreement between the companies.

Where one company provides recording functions on behalf of the other company, full message detail shall be provided to the originating company in a manner to permit timely processing of MABC payments.

VI. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.
- B. The compensation for facilities furnished and services provided under that tariff shall be paid on a monthly basis. The methods and procedures for the provision of the data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, are outlined in Exhibit A to this Annex. Such methods and procedures may be revised, in accordance with the appropriate tariff, by mutual consent of the companies as required to ensure the timely and proper exchange of revenues covered by this Annex.

- C. Late charges, defined by the appropriate Florida Access Service Tariff, shall be the responsibility of the paying company.

VII. AVAILABILITY OF DATA

- A. Each company will keep records of its transactions relating to the payment of Modified Access-Based Compensation (MABC) amounts in reasonably sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of MABC payments. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts exchanged under this Annex.
- B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

This Annex shall become effective on the date specified and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other company thirty (30) days written notice thereof. This Annex may be amended from time to time by the companies.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 8th day of February, 1989.

Witness:

Barbara Beards

CENTRAL TELEPHONE COMPANY OF FLORIDA

By [Signature]
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

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ANNEX XXIX
MODIFIED ACCESS BASED COMPENSATION

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

Attached to and made a part of MODIFIED ACCESS BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, effective January 1, 1988 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

Compensation between companies as covered under this Exhibit shall be based on the payment by the sending company to the receiving company and to the intermediate company, if any, of access charges as specified in the intermediate or receiving company's Intrastate Access Service Tariff, Section E16, except that no payments shall be made by a company to itself.

For the purpose of this compensation arrangement, the "sending company" shall be defined as the company in whose service area an IntraLATA MTS or WATS call originates or in whose area an IntraLATA 800 Service call terminates. Similarly, the "receiving company" is the company in whose area an IntraLATA MTS or WATS call terminates or in whose area an 800 IntraLATA Service call originates. The "intermediate company" is defined as the company whose facilities an IntraLATA Toll Service call transits, when such calls neither originate nor terminate in that company's service area.

Each company shall be responsible for making appropriate MABC payments, in full, based on its records of Toll Service Calls processed, to the other company monthly. Payments will be made without regard to payments anticipated or received from the other company.

MABC payments associated with calls for which customer billing has been delayed for circumstances beyond the control of the originating company, will be made when the call is processed for billing purposes.

MABC payments associated with calls for which supporting data is lost or destroyed due to circumstances beyond the control of the sending company will be based on estimated amounts mutually agreed upon between the parties.

II. TARIFF STRUCTURES AND RATES

Each party agrees to file and maintain tariffs, or concur in those tariffs of another party, for IntraLATA MTS, WATS and 800 Service provided on a joint basis to customers. In addition, each party will file and maintain, Section E16, Florida Access Service Tariff, or concur in E16 of another company, which specifies amounts and procedures of MABC compensation.

III. DATA REPORTING

Each party shall furnish to the other such information as may reasonably be required for monthly revenue accumulation and statistical purposes. Monthly, if not more frequently, each party will furnish actual data supporting compensation paid to the other party, including, but not limited to, originating and terminating access minutes of use (as defined in the appropriate Access Services Tariff), associated messages, Busy Hour Minutes of Capacity (BHMOC) and rates. Such data shall be provided individually by terminating end office (or originating 800 Service end office) and reflect the time period associated with minutes of use, billing percentage appropriate to jointly provided local transport, and other supporting detail as appropriate. In addition to detail data, a summary page will be provided reflecting total payments associated with each rate element. As business requirements change, data reporting requirements may be modified as necessary upon mutual consent of the parties.

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

Attempts-per-message and non-conversation time factors may be provided by the intermediate or receiving company to the sending company in writing to be used in the computation of originating access minutes. When provided with sufficient supporting data to be acceptable to the other company, these company-specific factors will be used. In the absence of such company-specific factors, and by mutual agreement of the parties, industry standard factors will be used.

V. JOINTLY PROVIDED TRANSPORT

The Ownership Percentages used for allocating payment of local transport charges between companies, as appropriate, shall be those percentages specified in Annex III, INTRASTATE ACCESS REVENUE DISTRIBUTION between companies. Changes or modifications to such percentages will be provided to all Local Exchange Carriers operating in the LATA by the company providing the tandem function.

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

Payments associated with Busy Hour Minute of Capacity (BHMOC) shall be made based on BHMOC units agreed between the companies, as shown in Attachment 1 to this Exhibit. Such units may be revised, as required, by mutual agreement in writing between the companies.

VII. INTERMEDIATE TRANSPORT BY A NON-SWITCHING COMPANY

In cases where MABC payments are associated with calls which transit the facilities of an intermediate company, but are not switched by that company, compensation shall be made to the non-switching intermediate company by the receiving or intermediate company to whom payment has been made by the sending company. Such compensation shall be based on an appropriate percentage of local transport or intertoll trunking as indicated in Attachment 2 to this Exhibit.

Such compensation shall be made in conjunction with the monthly MABC payment to the non-switching company during the month following the receipt of payment from the originating company.

Approved and executed this 8th day of February , 1989.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Bender

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

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ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For Centel payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's	
		TERM (MTS/WATS)	ORIG (800)
Jacksonville	BLDWFLMA	35	5
	FRBHFLFP	55	2
	FTGRFLMA	55	2
	GCSPFLCN	71	2
	JCBHFLMA	49	5
	JCBHFLSP	120	5
	JCVLFLAR	120	5
	JCVLFLAB	120	5
	JCVLFLBW	120	5
	JCVLFLCL	120	5
	JCVLFLFC	120	5
	JCVLFLLF	120	5
	JCVLFLNO	120	5
	JCVLFLOW	120	5
	JCVLFLRV	120	5
	JCVLFLSJ	145	2
	JCVLFLSM	120	5
	JCVLFLWC	73	4
	LKCYFLMA	55	2
	MDBGFLPM	66	4
	MNDRFLLO	35	2
	MNDRFLLW	42	4
	MXVLFLMA	46	5
	ORPKFLMA	75	2
	ORPKFLRW	60	2
	PLTKFLMA	55	2
	PMPKFLMA	55	2
	PNVDFLMA	18	5
	STAGFLBR	13	5
	STAGFLMA	60	2
	STAGFLSH	27	4
	WELKFLMA	55	2
	YULEFLMA	55	2
Total		2520	122
			2642

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CENTEL/SOUTHERN BELL
 FLORIDA
 ANNEX XXIX, EXH. A, ATT. 1
 01-01-88
 Page 2 of 3

I. For Centel payments to Southern Bell (Cont.):

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Panama City	CHPLFLMA	660	38	698
	GCVLFLMA	489	20	509
	HAVNFLMA	48	1	49
	LYHNFLOH	128	7	135
	PCBHFLNT	192	18	210
	PNCYFLCA	79	13	92
	PNCYFLMA	561	53	614
	SYHSFLMA	68	4	72
	VERNFLMA	227	13	240
	YNFNFLMA	101	15	116
	Total	2553	182	2735
Pensacola	CNTMFLLE	258	11	269
	GLBRFLMC	484	42	526
	HLNVFLMA	312	11	323
	JAY FLMA	134	15	149
	MLTNFLRA	515	40	555
	MNSNFLMA	119	2	121
	PACEFLPV	249	2	251
	PNSCFLBL	1362	42	1404
	PNSCFLFP	1291	95	1386
	PNSCFLHC	262	4	266
	PNSCFLPB	110	4	114
	PNSCFLWA	689	29	718
	Total	5785	297	6082
	Total all LATAs	10858	601	11459

II. For Southern Bell payments to Centel:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Jacksonville	KGLKFLXA	347	88	435
	LWTYFLXA	541	97	638
	STRKFLXA	1309	269	1578
	Total	2197	454	2651

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II. For Southern Bell payments to Centel (Cont.):

LATA	WIRE CENTER CLLI	BHMOC's	
		TERM (MTS/WATS)	ORIG (800)
Panama City	ALFRFLXA	304.4	16.15
	BNFYFLXA	643.5	34.14
	CTDLFLXA	326.4	17.32
	GDRGFLXA	213.2	11.31
	GNWDFLXA	86.2	4.57
	MALNFLXA	137.5	7.30
	MRNNFLXA	1254.0	66.53
	RYHLFLXA	91.7	4.87
	SNDSFLXA	183.3	9.73
	WSTVFLXA	214.5	11.38
	Total	3454.7	183.30
Pensacola	BAKRFLXA	409	9
	CRVWFLXA	1531	33
	DFSPFLXA	799	18
	DESTFLXA	1204	27
	ELFDFLXA	1628	36
	FRPTFLXA	271	6
	FTWBFLXA	2642	58
	FTWBFLXB	1617	35
	FTWBFLXC	434	10
	GLDLFLXA	170	4
	PNLNFLXA	149	3
	SHLMFLXA	1009	22
	SGBHFLXA	145	3
	SNRSFLXA	114	2
	VLPRFLXA	957	21
	VLPRFLXB	460	10
	Total	13539	297
	Total all LATAs	19190.7	934.3
			20125

Executed the 8th day of February, 1989.

Witness:

Barbara Dearden

CENTRAL TELEPHONE COMPANY OF FLORIDA

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

000130

[Signature]

ANNEX XXIX

ATTACHMENT 2
TO
EXHIBIT A

INTERMEDIATE TRANSPORT BY NON-SWITCHING COMPANIES

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Centel shall pay Southern Bell the following percentage of the local transport or intertoll trunking payments received from the companies shown:

PANAMA CITY LATA

<u>Sending Company</u>	<u>%</u>	<u>of</u>
Quincy	73	Intertoll Trunking
St. Joseph	51	Intertoll Trunking

Executed the 8th day of February, 1989.

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Beards

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President

000131

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: August 9, 1991

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

This Supplement is issued to recognize the addition of Annex XXV, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Inter-Market Toll Services
- Annex III - Intrastate Joint Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - IntraLATA/Intra-Market Area Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XIV - E911 Service
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

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- Annex XXIV - Distribution of Intrastate Revenue and Usage
Information for Feature Group A Access Services
- Annex XXV - IntraLATA Interexchange Facilities Lease
- Annex XXVIII - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed the 9th day of August , 1991 .

Witness:

ALLTEL FLORIDA, INC.

[Signature]

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

SUPPLEMENT NO. 8

TO

BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective February 1, 1991

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

This Supplement is issued to update point of connection information.

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION		DESCRIPTION
		LATITUDE LONGITUDE	V/H Coord.	
Melrose	Gainesville	29°40'30"	7816	A point at the exchange boundary between ALLTEL's Melrose exchange and Southern Bell's Hawthorne exchange on CR 219A approximately 5.25 miles north of SR 20 in Hawthorne.
Waldo	Gainesville	82° 7'30"	1279	
Citra	Gainesville	29°28'40"	7863	A point at the exchange boundary between ALLTEL's McIntosh exchange and Southern Bell's Micanopy exchange on SR 25 (U.S. 441) 2 miles south of CR 346.
McIntosh	Gainesville	82°14' 0"	1276	
Orange Springs	Gainesville			
Callahan	Jacksonville	30°30'20"	7619	A point at the exchange boundary between ALLTEL's Callahan exchange and Southern Bell's Jacksonville exchange at the intersection of Highway U.S. No. 1 and the Nassau/Duval County Line.
Hilliard	Jacksonville	81°42'30"	1303	
Crescent City	Jacksonville	29°28'52" 81°33'13"	7796 1164	A point at the exchange boundary between ALLTEL's Crescent City exchange and Southern Bell's Pomona Park exchange on Highway U.S. 17 South at Imperial Drive.

000134

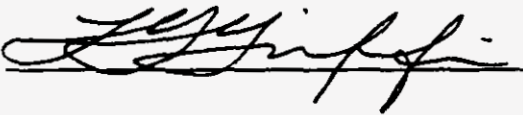
IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION		
		LATITUDE LONGITUDE	V/H Coord.	DESCRIPTION
Florahome	Jacksonville	29°37'43"	7795	A point at the exchange boundary between ALLTEL's Interlachen exchange and Southern Bell's Palatka exchange on State Road 20 at Sweetwater Branch Creek.
Interlachen	Jacksonville	81°49'46"	1226	
Hastings	Jacksonville	29°42'18" 81°32'30"	7753 1187	A point at the exchange boundary between ALLTEL's Hastings exchange and Southern Bell's Palatka exchange at the intersection of State Road 17 and Florida Power & Light's high line transmission easement.
Alachua	Jacksonville	30°17'30"	7758	A point at the exchange boundary between ALLTEL's White Springs exchange and Southern Bell's Lake City exchange on U.S. 41 approximately 1.4 miles south of CR 246.
Boys Ranch	Jacksonville	82°43'20"	1444	
Branford	Jacksonville			
Dowling Park	Jacksonville			
Ft. White	Jacksonville			
High Springs	Jacksonville			
Jasper	Jacksonville			
Jennings	Jacksonville			
Lake Butler	Jacksonville			
Live Oak	Jacksonville			
Luraville	Jacksonville			
Mayo	Jacksonville			
Raiford	Jacksonville			
Wellborn	Jacksonville			
White Springs	Jacksonville			
Alachua (EAS only)	Jacksonville	29°43'30"	7843	A point at the exchange boundary between ALLTEL's Alachua exchange and Southern Bell's Gainesville exchange on CR 241 at the intersection of CR 232.
Brooker	Gainesville	82°30' 0"	1346	

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IND. CO. EXCHANGES	BELL COMPANY LATA	LATITUDE LONGITUDE	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Citra (for facility lease only)	Gainesville	29°21'09" 82°08'38"	7878 1247	A point at the exchange boundary between ALLTEL's exchange of Citra and United Telephone Company's exchange of Ocala.

Executed this 9th day of August, 1991.

Witness:



ALLTEL FLORIDA, INCORPORATED

By 
Vice President

Witness:



SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By 
Assistant Vice President

SUPPLEMENT NO. 7

TO

BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective May 18, 1991

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

This Supplement is issued to reflect CAMA-to-LAMA conversion of certain end offices.

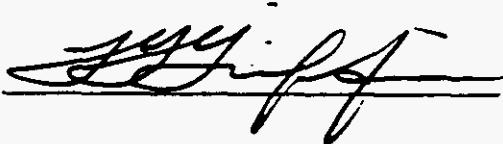
From the effective date of this Exhibit, Southern Bell will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that ALLTEL will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Live Oak and Associated End Offices	All Points	Automatic Number Identification (ANI) and Traffic Recording
Brooker, Hastings, Melrose and Waldo	All Points	Automatic Number Identification (ANI)
Alachua, Citra, Callahan, Crescent City, Florahome, High Springs, Hilliard, Interlachen, McIntosh and Orange Springs	All Points	Automatic Number Identification (ANI) and Traffic Recording

Executed this 24th day of July, 1991.

Witness:

ALLTEL FLORIDA, INC.

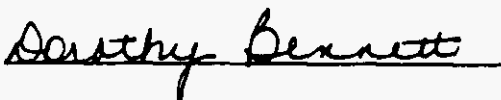


By


Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY



By


Assistant Vice President

000137

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective July 25, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

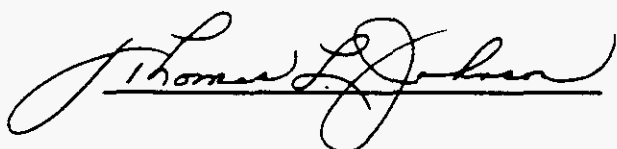
This Supplement is issued to reflect CAMA-to-LAMA conversion of certain end offices.

From the effective date of this Exhibit, Southern Bell will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that ALLTEL will perform the following functions between the points listed below:

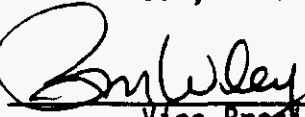
<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Live Oak and Associated End Offices	All Points	Automatic Number Identification (ANI) and Traffic Recording
Brooker, Florahome, Hastings, Interlachen, Melrose and Waldo	All Points	Automatic Number Identification (ANI)
Alachua, Citra, Callahan, Crescent City, High Springs, Hilliard, McIntosh and Orange Springs	All Points	Automatic Number Identification (ANI) and Traffic Recording

Executed this 10th day of January , 1990 .

Witness:



ALLTEL FLORIDA, INC.

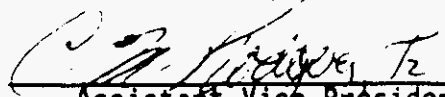
By 
Vice President

Witness:

000138



SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By 
Assistant Vice President

SUPPLEMENT NO. 5
to
BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective April 1, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

This Supplement is issued to update point of connection information.

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION		
		LATITUDE LONGITUDE	V/H Coord.	DESCRIPTIONS
Melrose	Gainesville	29°40'30"	7816	A point at the exchange boundary between ALLTEL's Melrose exchange and Southern Bell's Hawthorne exchange on CR 219A approximately 5.25 miles north of SR 20 in Hawthorne.
Waldo	Gainesville	82°7'30"	1279	
Citra	Gainesville	29°28'40"	7863	A point at the exchange boundary between ALLTEL's McIntosh exchange and Southern Bell's Micanopy exchange on SR 25 (U.S. 441) 2 miles south of CR 346.
McIntosh	Gainesville	82°14'0"	1276	
Orange Springs	Gainesville			

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION		
		LATITUDE LONGITUDE	V/H Coord.	DESCRIPTIONS
Callahan	Jacksonville	30°30'20"	7619	A point at the exchange boundary between ALLTEL's Callahan exchange and Southern Bell's Jacksonville exchange at the intersection of Highway U.S. No. 1 and the Nassau/Duval County Line.
Hilliard	Jacksonville	81°42'30"	1303	
Crescent City	Jacksonville	29°28'52" 81°33'13"	7796 1164	A point at the exchange boundary between ALLTEL's Crescent City exchange and Southern Bell's Pomona Park exchange on Highway U.S. 17 South at Imperial Drive.
Florahome	Jacksonville	29°37'43"	7795	A point at the exchange boundary between ALLTEL's Interlachen exchange and Southern Bell's Palatka exchange on State Road 20 at Sweetwater Branch Creek.
Interlachen	Jacksonville	81°49'46"	1226	

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IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION		
		LATITUDE LONGITUDE	V/H Coord.	DESCRIPTIONS
Hastings	Jacksonville	29 42'18" 81 32'30"	7753 1187	A point at the exchange boundary between ALLTEL's Hastings exchange and Southern Bell's Palatka exchange at the intersection of State Road 17 and Florida Power & Light's high line transmission easement.
Alachua	Jacksonville	30 17'30"	7758	A point at the exchange boundary between ALLTEL's White Springs exchange and Southern Bell's Lake City exchange on U.S. 41 approximately 1.4 miles south of CR 246.
Boys Ranch	Jacksonville	82 43'20"	1444	
Branford	Jacksonville			
Dowling Park	Jacksonville			
Ft. White	Jacksonville			
High Springs	Jacksonville			
Jasper	Jacksonville			
Jennings	Jacksonville			
Lake Butler	Jacksonville			
Live Oak	Jacksonville			
Luraville	Jacksonville			
Mayo	Jacksonville			
Raiford	Jacksonville			
Wellborn	Jacksonville			
White Springs	Jacksonville			
Keaton Beach*	Jacksonville			
Perry*	Jacksonville			

*Exchange of Gulf Tel. Co. handled on an indirect basis through ALLTEL

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04-01-89
Page 4 of 4

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION		
		LATITUDE LONGITUDE	V/H Coord.	DESCRIPTIONS
Alachua (EAS only) Brooker	Jacksonville Gainesville	29°43'30" 82°30' 0"	7843 1346	A point at the exchange boundary between ALLTEL's Alachua exchange and Southern Bell's Gainesville exchange on CR 241 at the intersection of CR 232.

Executed this 5th day of December ,
1989 .

Witness:

ALLTEL FLORIDA, INCORPORATED

J. Thomas L. Johnson

By

Sam W. Day

Vice President

VP

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy P. Bennett

By

C. J. Roberts Jr.

Assistant Vice President

for

000142

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 12, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

This Supplement is issued to recognize the addition of Annexes XIV, XXIV, XXVIII and XXIX, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex III - Intrastate Joint Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XIV - E911 Service
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

ALLTEL/SOUTHERN BELL
FLORIDA
BASIC, SUP. 4, EXH. A

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- Annex XXIV - Distribution of Intrastate Revenue and Usage Information
for Feature Group A Access Services
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange
Private Line Services
- Annex XXIX - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed the 12th day of October, 1988.

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By John D. Dember
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W. B. Sullivan
Assistant Vice President

000144

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by the appropriate regulatory body.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.
25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell company or Independent Company or both, as the context shall require.

40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.
51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 26th day of July 19 88 .

WITNESS:

Thomas L. Jackson

WITNESS:

Dorothy Bennett

ALLTEL FLORIDA, INC.

By John J. Dember
Vice President

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By B. J. Sullivan
Assistant Vice President

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SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: September 16, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

This Supplement is issued to recognize the addition of Annex XIX, Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - ~~Intrastate IntraLATA/Intra Market Toll Services~~
(Average Schedule) Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - ~~Circuit Facility Rental~~ Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

SUPPLEMENT NO. 1

to

BASIC AGREEMENT

DATED JANUARY 1, 1984

EFFECTIVE: APRIL 26, 1984

In Docket No. 840061-TL, Order No. 13236 the Florida Public Service Commission on April 26, 1984 granted the petition of NORTH FLORIDA TELEPHONE COMPANY and acknowledged a change in corporate name from NORTH FLORIDA TELEPHONE COMPANY to ALLTEL FLORIDA, INC.

By virtue of this order, it is agreed that the above Agreement shall be amended to reflect the change of NORTH FLORIDA TELEPHONE COMPANY's name to ALLTEL FLORIDA, INC.

Executed this 20th day of June, 1984 .

Witness:

ALLTEL FLORIDA, INC.

Barbara C. Case

By

Michael J. Weston
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Am Barkley

By

L. J. S. [Signature]
Assistant Vice President

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AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and NORTH FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities, associated with intraLATA/intra-Market toll services (including Private Line ("PL") services, Message Telecommunication Service ("MTS"), Wide Area Telecommunication Service ("WATS") and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida State Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the Independent Company, those provided by the Independent Company to the Bell Company and those individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the toll portion of intraLATA/intra-Market telecommunication services, including operator, switching and transmission facilities. Excluded are all other telecommunication services and facilities.

The Independent Company exchanges that are connected by the Bell Company - Independent Company intraLATA network solely through connection with the intraLATA system of the Independent Company are listed in Exhibit C to this Agreement. The method of handling message recording, identification and operator functions is listed in Exhibit D to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of

Telecommunication services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its system so that good service shall be furnished at all times and each will furnish adequate facilities therefore.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered

by the provisions of this Section must be specifically designated as Proprietary Information. Such Proprietary Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving Company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company to the other Company for the use of any Proprietary Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.
- D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided, to such Company; such refusal to provide any further

Proprietary Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary Information has been disclosed, disseminated or released may have under State or Federal law.

- E. It is agreed that any and all proprietary information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this proprietary information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such proprietary information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder; provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone for hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII COMPLIANCE MONITORING

Either Party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annex attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or Facilities provided by the owner, in addition to those otherwise required by the procedures and standards set forth in this Agreement, upon seven (7) days' written notice by the non-owner to the owner unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the Parties agree to a different period.

SECTION VIII TREATMENT OF INDIRECT COMPANIES

For purposes of this Agreement, an Indirect Company is any local exchange telephone company which connects into the intraLATA network or connects to the Point of Presence of an interexchange carrier solely through the facilities of another Independent local exchange telephone company (Direct Company).

Unless otherwise agreed to herein, the parties hereto agree that the Independent Company (Direct Company) will be responsible for ensuring that provisions of this Annex extend to the Indirect Company and will be responsible for all future dealings with the Indirect Company.

SECTION IX COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION X BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the Independent Company statements, which shall include the Bell Company and the Independent Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION XI TERMINATION

This Agreement except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto, may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

SECTION XII DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of Compensation required pursuant to any Annex hereto or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XIII ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIV INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each Party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability

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relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or independent contractors in connection with the indemnifying Party's provision of Facilities, or the other Party's provision of Facilities to the indemnifying Party, under this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand if the indemnifying Party has not approved the settlement in advance unless the indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed to assume such defense.

The owner agrees with respect to Facilities and services provided hereunder to the non-owner to indemnify and save the Non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees, on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors, under Workers' Compensation or similar statutes. The owner agrees to defend any such suit brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two years of the accrual of the cause of action for indemnity.

SECTION XV NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

SECTION XVI GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with, the law of the State of Florida.

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SECTION XVII
SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be affected thereby and shall continue in full force and effect.

SECTION XVIII
AMENDMENTS; WAIVERS

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers on the 30th day of December, 1983.

Witness:

Landra M. Gerrelle

NORTH FLORIDA TELEPHONE COMPANY

By

[Signature]
President

Witness:

[Signature]

SOUTHERN BELL TEL. AND TEL. COMPANY

By

[Signature]
Assistant Vice President

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EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTH FLORIDA TELEPHONE COMPANY.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services

Executed the 8th day of March, 19 84 ..

Witness:

NORTH FLORIDA TELEPHONE COMPANY

Sandra M. Jewell

By Thomas L. White
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Barkley

By R. T. Baum
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTH FLORIDA TELEPHONE COMPANY.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to interexchange Carriers (ICS) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COST assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange has the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.
15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book

Costs." Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
20. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.
22. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market area.
24. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.
25. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.
31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

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37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person to person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station.
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. TOLL CALLING CARD MESSAGES will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 30th

day of December

19 83 .

Witness:

Landra M. Jiville

NORTH FLORIDA TELEPHONE COMPANY.

By

W. J. Jiville
President

Witness:

Am. Barkley

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By

R. J. Burns

Assistant Vice President

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTH FLORIDA TELEPHONE COMPANY.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Melrose	Gainesville	Gainesville	7815; 1290	A point at the exchange boundary between No. Fla. Tel. Co.'s Melrose exchange and the Bell Company's Gainesville exchange.
Waldo	Gainesville	Gainesville	7815; 1290	
Citra	Gainesville	Gainesville	7863; 1278	A point at the exchange boundary between No. Fla. Tel. Co.'s McIntosh exchange and the Bell Company's Gainesville exchange.
McIntosh	Gainesville	Gainesville	7863; 1278	
Orange Springs	Gainesville	Gainesville	7863; 1278	
Callahan	Jacksonville	Jacksonville	7627; 1316	A point at the exchange boundary between No. Fla. Tel. Co.'s Callahan exchange and the Bell Company's Jacksonville exchange.
Hilliard	Jacksonville	Jacksonville	7627; 1316	
Crescent City	Jacksonville	Jacksonville	7800; 1152	Main frame of No. Fla. Tel. Co.'s Crescent City exchange.

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IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Florahome Interlachen	Jacksonville Jacksonville	Jacksonville Jacksonville	7795; 1226 7795; 1226	A point at the exchange boundary between No. Fla. Tel. Co.'s Interlachen exchange and the Bell Company's Palatka exchange.
Hastings	Jacksonville	Jacksonville	7749; 1184	A point at the exchange boundary between No. Fla. Tel. Co.'s Hastings exchange and the Bell Company's Palatka exchange.
Alachua	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Boys Ranch	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Branford	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Brooker	Jacksonville	Jacksonville Gainesville	7761; 1437 7834; 1331	<u>Note 1</u>
Fort White	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
High Springs	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Jasper	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Jennings	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Lake Butler	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Live Oak	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Luraville	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Mayo	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Raiford	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Wellborn	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
White Springs	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Keaton Beach*	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>
Perry*	Jacksonville	Jacksonville	7761; 1437 7834; 1331	<u>Note 1</u>

NOTE 1: These exchanges have two possible routes:

- (1) If via Lake City, V-H's: 7761; 1437
POC: Midpoint between No. Fla. Tel. Co.'s
microwave tower at White Springs
and the Bell Company's microwave
tower at Lake City.
- (2) If via Gainesville; V-H's: 7834; 1331
POC: Midpoint between No. Fla. Tel. Co.'s
microwave tower at Alachua and
the Bell Company's Gainesville
exchange.

*Exchange of Gulf Tel. Co.
handled on an indirect basis
through North Florida Tel. Co.

Executed this 30th day of December
19 83 .

Witness:

NORTH FLORIDA TELEPHONE COMPANY

Sandra M. Givelle

By

President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Am Barkley

By

R. T. Breen
Assistant Vice President

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EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTH FLORIDA TELEPHONE COMPANY.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Live Oak and Associated End Offices	All Points	Automatic Number Identification (ANI) and Traffic Recording
End Offices Homed on Jacksonville and Gainesville	All Points	Automatic Number Identification (ANI)

Executed this 30th day of December, 19 83 .

Witness:

NORTH FLORIDA TELEPHONE COMPANY

Linda M. Gerrells

By

W. Aaron [Signature]
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Am Barkley

By

R. T. Burns
Assistant Vice President

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- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 16TH day of September, 1986.

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By John H. Paul
Vice President

Witness:

Amberley

SOUTHERN BELL TEL. & TEL. COMPANY

By Jeffrey
Assistant Vice President

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Intrastate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and ALLTEL FLORIDA, INC. (hereinafter "ALLTEL") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, and Directory Assistance Access Services; effective March 28, 1990 for Special Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 3rd day of July, 1990.

Witness:

ALLTEL FLORIDA, INC.

Thomas L. Johnson

By

Emile Key
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Bonathy Bennett

By

Robert L. Bennett
Assistant Vice President

000175

SUPPLEMENT NO. 7
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION effective January 1, 1984, between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Special Access Services.

The following paragraph B shall be included in Section III, COMPENSATION, of the AMENDMENT:

III. COMPENSATION

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. It is the obligation of the Billing Company to notify the access customer if the parties hereto select a different billing option.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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In addition, the following paragraph B shall be included in Section I, JOINT TRANSPORT, of ATTACHMENT 1 to the AMENDMENT:

I. JOINT TRANSPORT

B. Special Access

The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff F.C.C. No. 4.

Executed this 7th day of March, 1990.

Witness:

ALLTEL FLORIDA, INC.

Thomas L. Johnson

By

Smiley
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Groth Bennett

By

For
Assistant Vice President

SUPPLEMENT NO. 6
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
AMENDMENT

In order to implement meet point billing for Intrastate Feature Group C, Feature Group D and Directory Assistance Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and ALLTEL FLORIDA, INC. (hereinafter "ALLTEL") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 as follows:

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing an access customer for the above specified jointly provided access services. This previously existing method of billing, known as "end office billing", required the "end office company" to bill for the jointly provided access services based on its intrastate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex III. The implementation of meet point billing will terminate this sharing of revenues and existing billing arrangements.

II. STANDARDS

The parties to this Amendment agree to abide by the terms and conditions contained in the Multiple Exchange Carrier Access Billing Standards (MECABS) and the Multiple Exchange Carrier Ordering and Design Standards (MECODS) documents.

III. COMPENSATION

The following procedures shall apply for the remittance of revenues derived from the joint provisioning of intrastate joint access services to access customers for Feature Group C, Feature Group D and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. The Initial Billing Company (IBC) shall

compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's intrastate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment ALLTEL is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff FCC No. 4. Revenue distribution, where appropriate, shall be performed pursuant to the procedures contained in Attachment 1, which is attached hereto and incorporated herein.

IV. PROVISIONING

Provisioning guidelines and responsibilities for jointly provided access services are specified in Annex XV between the parties.

V. COLLECTION PRACTICES AND LEGAL RECOURSE

In the event an access customer fails to pay the Billing Company the entire amount billed where a Single Bill option is used, it shall be the duty and responsibility of the Billing Company to take whatever steps are necessary to collect the unpaid amount(s), including, but not limited to, filing suit against the access customer. However, the Billing Company must obtain the written consent of the non-billing company prior to the initiation of litigation. Division of attorneys' fees and litigation costs will be agreed to by the parties and made part of the written consent prior to filing of the suit. Should the Billing Company recover less than the entire amount billed, the deficiency shall be divided pro rata between the two companies based on each party's percentage of the total bill submitted to the access customer.

VI. TERMS

It is expressly agreed that any and all terms and conditions contained in Annex III or its exhibits or attachments which are inconsistent with or contrary to this Amendment are null and void.

Executed this 5th day of December, 1989.

Witness:

ALLTEL FLORIDA, INC.

J. Thomas L. Johnson

By

B. M. L. L. L.
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy P. Bennett

By

C. M. L. L. L.
Assistant Vice President
for

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Attachment describes revenue distribution procedures applicable to those jointly provided Intrastate access services which are "Meet Point Billed" as reflected in the above referenced Amendment. The remittance of access service revenues, billed and collected by one company, to the other company shall be based upon percentages determined under the following procedures:

I. JOINT TRANSPORT

The parties agree that the transport percentages specified in the Exchange Carrier Association (ECA) Tariff F.C.C. No. 4 shall be utilized for the billing to access customers of those jointly provided services specified in the Amendment. These percentages are based upon airline distances between the Meet Point(s), i.e. point of connection(s), connecting locations identified in the ECA F.C.C. No. 4 tariff.

A. Switched Access

Both parties utilize an intrastate access tariff structure in which charges for interexchange mileage and carrier termination(s) are combined in a single switched access transport rate element. This combined rate structure makes it necessary to weight the airline-based percentages shown in the ECA F.C.C. No. 4 tariff to reflect carrier terminal ownership for revenue sharing purposes. Weighting factors utilized for this purpose are:

Ratio of CXR Termination to Total: .70
Ratio of Airline Mileage to Total: .30

Compensation reflecting the difference between ECA F.C.C. No. 4 billed to the customer and weighted percentages as described above shall be made monthly between the parties as appropriate.

II. RECORDING AND MESSAGE PROCESSING

The IBC shall compensate the SBC for recording and message processing, if applicable, according to the SBC's filed tariff charges for the access services performed as reflected in Annex XI, Accounting Services, between the parties.

Executed this 5th day of December, 1989.

Witness:

ALLTEL FLORIDA, INC.

By

Sam Wiley
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

Dorothy P. Bennett

C. B. Bennett
Assistant Vice President
for

SUPPLEMENT 5

Issued December 1, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between ALLTEL Florida, Inc., Live Oak, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1985 through June 30, 1985 has been completed as provided in Exhibit A to the identified Agreement with the following results:

INTERLATA ACCESS

1985 Study Cost	\$2,984,900
1985 Preliminary Settlements	2,943,734
Net Due ALLTEL	41,166

Upon the execution of this supplement Bell will credit the account of ALLTEL Florida, Inc. in the amount of \$41,166 in final settlement for Intrastate Access Services for the period January 1, 1985 through June 30, 1985.

This supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this *6th* day of January, 1987.

WITNESS:

ALLTEL FLORIDA, INC.

J. Louis L. Johnson

BY

John H. Sunkin
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Burkley

BY

J. Brooks
Assistant Vice President

000183

SUPPLEMENT 4

Issued November 1, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between ALLTEL Florida, Inc., Live Oak, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1984 through December 31, 1984 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1984 Study Costs	\$7,433,144
1984 Preliminary Settlements	5,928,922
Net Due ALLTEL	\$1,504,222

Upon the execution of this supplement Bell will credit the account of ALLTEL Florida, Inc. in the amount of \$1,504,222 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 16th day of December, 1985.

WITNESS:

ALLTEL FLORIDA, INC.

Sandra M. Jurella

By

[Signature]
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By

[Signature]
Assistant Vice President

000184

SUPPLEMENT NO. 3
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
Effective July 1, 1985

This Supplement replaces in its entirety Annex III and associated Exhibit A effective January 1, 1984.

This Annex, effective the 1st day of July, 1985, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company and ALLTEL FLORIDA, INC., a Corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate Joint Access Services to Interexchange Carriers over facilities provided by each company within its service area, and shall each share the revenues generated in providing such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;
- B. To specify the facilities and methods used to provide such Joint Access Services; and
- C. To establish the methods and procedures used to distribute between the companies the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.
- B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them. Neither company will connect or permit the connection, either directly or indirectly, of their Access System, for the

purpose of providing Intrastate Joint Access Services, at any points other than the Points of Connection specified in Exhibit C to the Basic Agreement. Access Services provided to Interexchange Carriers through facilities not listed in Exhibit C to the Basic Agreement are not subject to the provisions of this Annex.

- C. Each company will plan, design, construct and maintain the facilities within their respective Access Systems as is necessary and proper for the provision of the Access Services covered by this Annex. In providing such Access Services and facilities, each company will adopt and comply with generally acceptable industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

III. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.
- B. The revenue distribution for facilities furnished and services provided under this agreement shall be paid on a monthly basis. The methods and procedures for the provision of data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, shall be as reasonably required by the revenue distribution administrator. Such methods and procedures may be revised by the administrator as required to ensure the timely and proper distribution of revenues covered by this Annex.

IV. AVAILABILITY OF DATA

Each company will keep records of its transactions relating to the provision of Intrastate Joint Access Services in sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of the company's reported revenues and of the investment and expense data underlying the compensation amounts provided hereunder. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts provided under this Annex.

V. TERM

This Annex shall become effective on the date first written and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other party thirty (30) days written notice thereof.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 6th day of August, 19 85.

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By

John J. Funder
Vice President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. CO.

By

J. J. Brooks
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTRASTATE JOINT ACCESS SERVICES
Effective July 1, 1985

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

- I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.
- II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.
- III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:
 - A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:
 1. Switched Access;
 2. Special Access;
 3. Billing and Collecting; and
 4. Directory Assistance
 - B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:
 1. All or part of Local Transport;
 2. Recording of Intrastate InterLATA Messages; and
 3. Message processing of Intrastate InterLATA Messages.

C. The End Office Company will retain all revenues billed for Intrastate Access Services and will compensate the POP Company as more specifically set forth in Attachments to this Exhibit.

IV. DATA REPORTING. Each party shall furnish to the other such information as may be required for monthly revenue accumulation, billing and statistical purposes. Monthly, if not more frequently, each party will furnish actual data, including, but not limited to, originating and terminating Intrastate InterLATA minutes of use, Intrastate InterLATA recorded messages and Intrastate InterLATA billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 6th day of August, 1985.

Witness:

ALLTEL FLORIDA, INC.

Thomas L. Johnson

By

John H. Henshaw
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Sam Barkley

By

J. J. Brooke
Assistant Vice President

ANNEX III

ATTACHMENT 1 TO EXHIBIT A

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINT ACCESS SERVICES, effective July 1, 1985 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Compensation amounts shall apply for the provision of Intrastate Joint Access Services to Interexchange Carriers.

I. JOINT LOCAL TRANSPORT

The End Office Company shall compensate the POP Company for Local Transport based on the following ownership percentage. The ownership percentage is based on sharing the Carrier termination portion of Local Transport equally, if each Company owns carrier termination equipment; and the line-haul portion of Local Transport based on a percentage of air-line miles owned by each Company.

<u>POP</u> <u>(Svg. Wire Center)</u>	<u>End</u> <u>Office</u>	<u>End Office Company</u> <u>% Ownership</u>	<u>POP Company</u> <u>% Ownership</u>
Gainesville (GSVLFLMA)	Brooker (BRKRFLXA)	56	44
	Citra (CITRFLXA)	47	53
	McIntosh (MCINFLXA)	39	62
	Melrose (MLRSFLXA)	47	53
	Orange Springs (ORSPFLXA)	55	45
	Waldo (WALDFLXA)	45	55
Jacksonville (JCVLFLCL)	Callahan (CLHNFLXA)	40	60
	Crescent City (CRCYFLXA)	24	76
	Florahome (FLRHFLXA)	31	69
	Hastings (HSNGFLXA)	24	76
	Hilliard (HLRDFLXA)	51	49
	Interlachen (INTRFLXA)	27	73

II. RECORDING AND MESSAGE PROCESSING

The End Office Company shall compensate the other Company for recording and message processing, if applicable according to the amounts reflected in Exhibit B to Annex XI.

III. OTHER SERVICES PROVIDED BY BELL

Operator Services and associated message recording and processing functions for all ALLTEL exchanges will continue to be furnished by Southern Bell at Jacksonville under the provisions of Annex IX (Operator Services) and Annex XI (Accounting Services), respectively.

Executed this 6th day of August, 19 85 .

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By

John H. Funder
Vice President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By

J. J. Brown
Assistant Vice President

000191

SUPPLEMENT NO. 2
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, herein called the Independent Company. This Exhibit is made in order to more clearly define the rights and obligations of the parties under Annex III, Intrastate Access Revenue Distribution between them effective January 1, 1984 and to discharge all such obligations to each other as soon as practicable after July 1, 1985, as specifically provided below.

I. GENERAL PROVISION

- A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.
- B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.
- C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

- A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:
 - 1. Settlement adjustments shall be made quarterly on the first work day of January, April and July, 1986. Each such settlement adjustment shall include all the adjustment items, not previously included in a settlement or settlement adjustment, for which the parties have agreed, by the 15th day of the preceding month, that a settlement adjustment was required under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits.

2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.
 3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.
- B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

All settlement adjustments discovered prior to June 30, 1986 to which the parties are entitled under Annex III effective January 1, 1984 shall be made by the parties, in accordance with Section II.B. above, except as specifically provided below:

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using the separations principles and procedures as incorporated into Parts 67 and 69 of the Federal Communications Commission's Rules and Regulations and as amended and in effect at the time to which the settlement or settlement adjustment relates. Other modifications if agreed to by both parties may be incorporated into the study.

V. REVIEW PROCEDURES

The Bell Company and the Independent Company shall have the right to conduct reviews or audits of relevant supporting detail and documents as necessary and appropriate to give assurance of compliance with the provisions of Annex III effective January 1, 1984 and its Exhibits. Each party, whether or not in connection with a formal review or audit, shall provide the other with reasonable access to relevant data within its possession relating to the determination of settlement and settlement adjustment amounts under this Exhibit.

VI. TERM OF AGREEMENT

All rights, duties and obligations created under this Exhibit shall expire on the first work day of July, 1986.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 6th day of August, 1985.

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By

John F. Funder
Vice President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. CO.

By

J. J. Brooks
Assistant Vice President

SUPPLEMENT NO. 1

to

ANNEX III

INTRASTATE ACCESS REVENUE DISTRIBUTION

DATED JANUARY 1, 1984

EFFECTIVE: APRIL 26, 1984

In Docket No. 840061-TL, Order No. 13236 the Florida Public Service Commission on April 26, 1984 granted the petition of NORTH FLORIDA TELEPHONE COMPANY and acknowledged a change in corporate name from NORTH FLORIDA TELEPHONE COMPANY to ALLTEL FLORIDA, INC.

By virtue of this order, it is agreed that the above Annex shall be amended to reflect the change of NORTH FLORIDA TELEPHONE COMPANY's name to ALLTEL FLORIDA, INC.

Executed this 20th day of June, 1984 .

Witness:

ALLTEL FLORIDA, INC.

Barbara C. Case

By

[Signature]
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Barkley

By

[Signature]
Assistant Vice President

000195

ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and NORTH FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate Access Services are defined as including Switched Access, WATS Access, Private Line Station Terminations, Directory Assistance and Billing and Collecting which are furnished in whole or in part by the system of the Independent Company and are furnished under intrastate tariffs filed by the Bell Company and concurred in by the Independent Company. Intrastate Access Services subject to this Agreement are identified in Southern Bell's Florida Access Service Tariff.

When Independent-to-Independent (I-I), Bell-to-Independent (B-I), Independent-to-Bell (I-B), or Bell-to-Bell (B-B) access traffic ceases to be furnished under the statewide uniform access rate schedules identified above such traffic will cease being covered by this Annex.

II. INDEPENDENT COMPANY EXCHANGES

The exchanges of the Independent Company system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

The Bell Company and Independent Company will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. ROUTING OF TRAFFIC

The traffic interchanged under this Annex will be routed as indicated in Exhibit C. Changes in routing shall be agreed upon in writing by the parties before becoming effective.

V. TRAFFIC RECORDING AND IDENTIFICATION

The recording and identification functions required to provide access services specified hereunder shall be performed as shown in Exhibit D of the Basic Agreement.

VI. MONTHLY COMPENSATION

Each party will collect all charges payable by its interexchange customers for Access Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by the Bell Company to the Independent Company and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

VII. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VIII. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

IX. TERM OF ANNEX

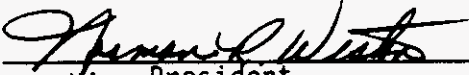
This annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 8th day of March, 19 84 .

Witness:

NORTH FLORIDA TELEPHONE COMPANY

Sandra M Jewells

By 
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Ann Barkley

By 
Assistant Vice President

EXHIBIT A

BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTRASTATE ACCESS REVENUE DISTRIBUTION ANNEX dated January 1, 1984, between NORTH FLORIDA TELEPHONE COMPANY, hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

Compensation amounts which the Independent Company is to receive for its participation in the handling of Intrastate Access Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. The Independent Company will report all revenues for Intrastate Access Services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:
 1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures; plus
 2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less
 3. The Intrastate Access portion of the interest charged construction of the Independent Company; plus
 4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate Access services as the pool's achieved return on the average net book costs of property devoted to Intrastate Access services.

- B. Within ten (10) working days following the close of a calendar month the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:
1. Intrastate access revenues defined herein billed by the Independent Company; less
 2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to the Bell Company as of five (5) working days prior to the end of the month. These elements will be reviewed with the Independent Company prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic study period will be the responsibility of the Independent Company. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 67 and Part 69 of the FCC Rules and regulations, as modified by the most recent USITA/AT&T Joint Reports. Other modifications if agreed to by both parties may be incorporated into the study.

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- B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.
- D. The Surtax Exemption shall be allocated between access services and non access service based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of Companies for Federal Income Taxes, the effect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 102, for compensation purposes, if the Independent Company petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISIONS

- A. The Independent Company shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.
- B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from the date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due the Bell Company shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If the Bell Company failed to meet its obligations:

1. Any retroactive compensation amount due the Bell Company shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and

2. Any retroactive compensation amount due the Independent Company shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that the Independent Company books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 31, FCC Rules and Regulations for Class A & B telephone companies. The Independent Company and the Bell Company books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of mutually agreeable Independent Company accounting procedures in areas such as delayed retirements, station accounting studies, etc., the Bell Company's procedures or other mutually acceptable procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

Each company shall provide to the other company, in a format (magnetic tapes or an equivalent method) suitable for processing through the Bell Company's mechanized cost study analysis systems. Output of these systems shall be made available to the Independent Company to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between the Independent Company and the Bell company reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed the 8th day of March, 19 84 .

Witness:

NORTH FLORIDA TELEPHONE COMPANY

Sandra M Jewell

By Thomas R. White
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Barkley

By R. J. Green
Assistant Vice President

000204

SUPPLEMENT NO. 3
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 16, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between ALLTEL Florida, Inc. and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1990 through December 31, 1990 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1990 Study Costs	\$526,010
1990 Preliminary Settlements	\$564,000
Net Due Bell	\$ 37,990

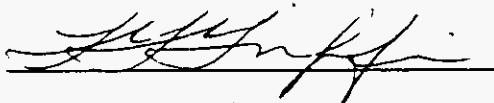
Upon the execution of this supplement Bell will debit the account of ALLTEL in the amount of \$37,990 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

This Supplement modifies the identified Annex XXVIII only as made a part thereof.

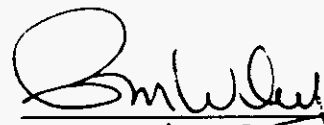
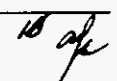
Executed this 24th day of October, 1991.

Witness:

ALLTEL FLORIDA, INC.




By


Vice President 

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By


Assistant Vice President

000205

SUPPLEMENT NO. 2
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 28, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between ALLTEL Florida, Inc. and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1989 through December 31, 1989 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1989 Study Costs	\$560,860
1989 Preliminary Settlements	649,900
Net Due Bell	\$ 89,040

Upon the execution of this supplement Bell will debit the account of ALLTEL in the amount of \$89,040 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

This supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 1st day of October, 1990.

Witness:

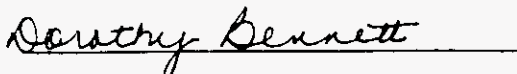
ALLTEL FLORIDA, INC.

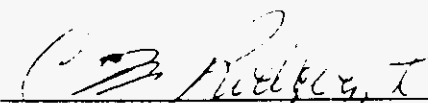
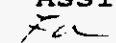


By 
Vice President 

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By 
Assistant Vice President


000206

IntraLATA Private Line
Meet Point Billing Option

☐

Single Bill/Single Tariff

☒

Multiple Bill/Multiple Tariff

☐

If you have selected the Single Bill Option and
you wish Southern Bell to be the billing company,
please check here.

ALLTEL Florida, Inc.

Company

Harriet Eudy

Harriet Eudy - Supervisor-Regulatory Matters

Name/Title

August 29, 1990

Date

SOUTHERN BELL

John P. [unclear] - General Manager

Name/Title

10/17/90

Date

000207

SUPPLEMENT NO. 1
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued February 20, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between ALLTEL Florida, Inc. and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1988 through December 31, 1988 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1988 Study Costs (adjusted)	\$649,665
1988 Preliminary Settlements	\$592,000
Net Due ALLTEL	\$ 57,665

Upon the execution of this supplement Bell will credit the account of ALLTEL in the amount of \$57,665 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 10th day of March, 1990.

WITNESS:

J. Homer L. Johnson

ALLTEL FLORIDA, INC.

By P. P. P. P. P.
Secretary-Treasurer

WITNESS:

Anthony Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By J. J. J. J. J.
Assistant Vice President

000208

ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, herein called ALLTEL, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of ALLTEL under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by ALLTEL. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. ALLTEL EXCHANGES

The exchanges of the ALLTEL system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

Southern Bell and ALLTEL will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to ALLTEL and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

V. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VI. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

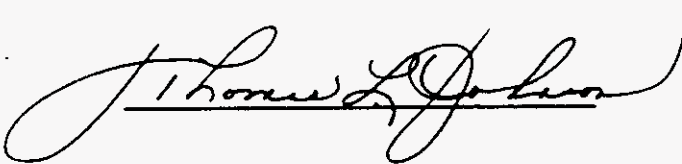
VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated pursuant to Section VI or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 26th day of July, 1988.

WITNESS:

WITNESS:



By 
Vice President 

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



By 
Assistant Vice President


ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988, between ALLTEL FLORIDA, INC., hereinafter called ALLTEL, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which ALLTEL is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. ALLTEL shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:
 - 1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less
 - 2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged ~~conservation of ALLTEL, plus~~
 - 3. An amount to give ALLTEL the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.
- B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to ALLTEL a statement of preliminary compensation for that month reflecting the net of:
 - 1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by ALLTEL; less

2. The net of ALLTEL's compensation as determined in A.1. through A.3. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to Southern Bell as of five (5) working days prior to the end of the month. These elements will be reviewed with ALLTEL prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of ALLTEL. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

- D. The Surtax Exemption shall be allocated between state, interstate and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of affiliated companies for Federal Income Taxes, the affect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 1402, Investments in Nonaffiliated Companies, will be treated as an operating investment for compensation purposes if ALLTEL petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Accounts 7510 through 7540, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of Account 1402.

Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISION

- A. ALLTEL shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within six (6) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, ALLTEL and Southern Bell shall establish a schedule for the exchange of data required to enable ALLTEL to complete the study within six (6) months following the close of the study period.

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- B. Southern Bell shall advise ALLTEL within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If ALLTEL failed to meet its obligations:

1. Any retroactive compensation amount due ALLTEL shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due Southern Bell shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If Southern Bell failed to meet its obligations:

1. Any retroactive compensation amount due Southern Bell shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and
2. Any retroactive compensation amount due ALLTEL shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that ALLTEL books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. ALLTEL and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

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In the absence of mutually agreeable ALLTEL accounting procedures in areas such as delayed retirements, station accounting studies, etc. Southern Bell's procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

ALLTEL shall furnish its cost studies annually in a format (magnetic tapes or an equivalent method) suitable for processing through Southern Bell's mechanized cost study analysis systems. Output of these systems shall be made available to ALLTEL to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between ALLTEL and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed the 26th day of July, 1988.

Witness:

ALLTEL FLORIDA, INC.

J. Louis L. Johnson

By John J. Dunbar
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

000215

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY
EFFECTIVE JANUARY 1, 1991

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to revise BHMOC quantities.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For ALLTEL payments to Southern Bell:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC</u>
Gainesville	ARCHFLMA	40
	BKVLFLJF	10
	BRSNFLMA	14
	CDKYFLMA	2
	CFLDFLMA	13
	CCNYFLMA	-
	DNLNFLWM	26
	GSVLFLMA	362
	GSVLFLNW	40
	HWTHFLMA	96
	KYHGFLMA	82
	MCNPFLMA	83
	NWBYFLMA	48
	OLTWFLLN	5
	TRENFLMA	9
	WWSPFLHI	1
	WWSPFLSH	3
	YNTWFLMA	3
Total		844
Jacksonville	BLDWFLMA	77
	FRBHFLFP	184
	FTGRFLMA	4
	GCSPFLCN	58
	JCBHFLMA	88

ALLTEL/SOUTHERN BELL
 FLORIDA
 ANNEX XXIX, SUP. 1
 EXH. A, ATT. 1
 01-01-91
 Page 2 of 3

I. For ALLTEL payments to Southern Bell (Cont.):

<u>LATA</u>	<u>WIRE CENTER</u> <u>CLLI</u>	<u>BHMO</u> <u>C</u>
Jacksonville	JCBHFLAB JCVL EXCH	16
	JCBHFLSP " "	14
	JCVLFLAR " "	99
	JCVLFLBW " "	91
	JCVLFLCL " "	193
	JCVLFLFC " "	66
	JCVLFLIA " "	5
	JCVLFLJT " "	8
	JCVLFLLF " "	111
	JCVLFLNO " "	98
	JCVLFLOW " "	50
	JCVLFLRV " "	110
	JCVLFLSJ " "	151
	JCVLFLSM " "	85
	JCVLFLWC " "	112
	MNDRFLAV " "	5
	MNDRFLLO " "	90
	LKCYFLMA	1,404
	MDBGFLPM	80
	MNDRFLLW JULINGTON EXCH	20
	MXVLFLTR	15
	ORPKFLRW	71
	PLTKFLMA	234
	PMPKFLMA	40
	PNVDFLMA	27
	STAGFLBS	124
	STAGFLMA	253
	STAGFLSH	100
	WELKFLMA	24
	YULEFLMA	113
	Total	4,318
	Total all LATAs	5,162

II. For Southern Bell payments to ALLTEL:

Gainesville	BRKRFLXA	50
	CITRFLXA	117
	MCINFLXA	421
	MLRSFLXA	42

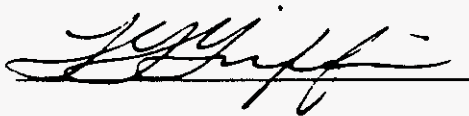
000217

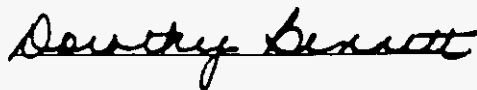
II. For Southern Bell payments to ALLTEL (Cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC</u>
Gainesville	ORSPFLXA	81
	WALDFLXA	<u>117</u>
	Total	828
Jacksonville	ALCHFLXA	302
	BORAFSLXA	27
	BRFRFLXA	283
	CLHNFLXA	406
	CRCYFLXA	239
	DWPKFLXA	37
	FLRHFLXA	146
	FTWHFLXA	45
	HGSPFLXA	243
	HLRDFLXA	631
	HSNGFLXA	138
	INTRFLXA	275
	JNGSFLXA	70
	JSPRFLXA	221
	LKBTFLXA	361
	LRVLFLXA	74
	LVOKFLXA	791
	MAYOFLXA	114
	RAFRFLXA	93
	WHSPFLXA	80
	WLBREFLXA	243
	Total	4,819
	Total all LATAS	

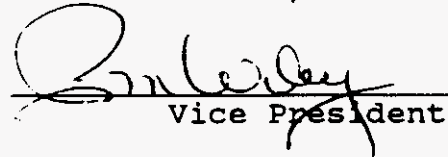
Executed the 14th day of November , 1990 .

Witness:






ALLTEL FLORIDA, INC.


Vice President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY


Assistance Vice President

000218

ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION
FOR INTRASTATE INTRALATA TOLL SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and ALLTEL FLORIDA, INC., a corporation organized under the laws of the State of Florida, (herein called "ALLTEL"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntralATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and
- B. To specify the facilities and methods used to jointly provide Intrastate IntralATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

Intrastate IntralATA Toll Services are defined for the purpose of this Annex as including (1) IntralATA Message Telecommunication Services (MTS), (2) Wide Area Telecommunication Service (WATS), and (3) Private Line Services, and in part by the system of Southern Bell, and which are furnished under Intrastate IntralATA toll tariffs filed, or concurred in, by each company.

Private Line Services are not covered under this Annex. LATA-wide or EAEA termination of FGA access traffic is not covered by this Annex.

III. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their respective systems for the exchange of IntralATA Toll Service traffic at the point or points of connection shown in Exhibit C of the Basic Agreement between the companies. The Toll Service traffic originated and/or terminated under this Annex may be routed through said point or points of connection, as appropriate.

- B. Each company will plan, design, construct and maintain the facilities within their respective systems as is necessary and proper for the provision of the Toll Services covered by this Annex. In providing such services and facilities, each company will adopt and comply with generally accepted industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided. The provisioning of services covered by this Annex shall be as agreed to by the companies in Annex X between them.

IV. ROUTING OF TRAFFIC

The traffic covered by this Annex should be routed as indicated in the Local Exchange Routing Guide (LERG), or by mutual agreement of the companies. Compensation covered herein shall be made based on LERG homing arrangements regardless of individually negotiated exception cases to these arrangements, e.g. high usage trunking, temporary routing changes, alternate routing, etc.

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

The operating functions required to provide IntraLATA Toll Services i.e., recording, identification, and operator handling of Toll traffic, shall be performed as shown in Exhibit D of the Basic Agreement between the companies.

Where one company provides recording functions on behalf of the other company, full message detail shall be provided to the originating company in a manner to permit timely processing of rates payments.

VI. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.
- B. The compensation for facilities furnished and services provided under that tariff shall be paid on a monthly basis. The methods and procedures for the provision of the data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, are outlined in Exhibit A to this Annex. Such methods and procedures may be revised, in accordance with the appropriate tariff, by mutual consent of the companies as required to ensure the timely and proper exchange of revenues covered by this Annex.

- C. Late charges, defined by the appropriate Florida Access Service Tariff, shall be the responsibility of the paying company.

VII. AVAILABILITY OF DATA

- A. Each company will keep records of its transactions relating to the payment of Modified Access-Based Compensation (MABC) amounts in reasonably sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of MABC payments. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts exchanged under this Annex.
- B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

This Annex shall become effective on the date specified and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other company ninety (90) days written notice in writing. This Annex may be amended from time to time by the companies.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 12th day of October, 1988.

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By

John J. Dunbar
Vice President

Witness:

Norothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

Assistant Vice President

000221

ANNEX XXIX
MODIFIED ACCESS BASED COMPENSATION

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

Attached to and made a part of MODIFIED ACCESS BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, effective January 1, 1988 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

Compensation between companies as covered under this Exhibit shall be based on the payment by the sending company to the receiving company and to the intermediate company, if any, of access charges as specified in the intermediate or receiving company's Intrastate Access Service Tariff, Section E16, except that no payments shall be made by a company to itself.

For the purpose of this compensation arrangement, the "sending company" shall be defined as the company in whose service area an IntraLATA MTS or WATS call originates or in whose area an IntraLATA 800 Service call terminates. Similarly, the "receiving company" is the company in whose area an IntraLATA MTS or WATS call terminates or in whose area an 800 IntraLATA Service call originates. The "intermediate company" is defined as the company whose facilities an IntraLATA Toll Service call transits, when such calls neither originate nor terminate in that company's service area.

Each company shall be responsible for making appropriate MABC payments, in full, based on its records of Toll Service Calls processed, to the other company monthly. Payments will be made without regard to payments anticipated or received from the other company.

MABC payments associated with calls for which customer billing has been delayed for circumstances beyond the control of the originating company, will be made when the call is processed for billing purposes.

MABC payments associated with calls for which supporting data is lost or destroyed due to circumstances beyond the control of the sending company will be based on estimated amounts mutually agreed upon between the parties.

000222

II. TARIFF STRUCTURES AND RATES

Each party agrees to file and maintain tariffs, or concur in those tariffs of another party, for IntraLATA MTS, WATS and 800 Service provided on a joint basis to customers. In addition, each party will file and maintain, Section E16, Florida Access Service Tariff, or concur in E16 of another company, which specifies amounts and procedures of MABC compensation.

III. DATA REPORTING

Each party shall furnish to the other such information as may reasonably be required for monthly revenue accumulation and statistical purposes. Monthly, if not more frequently, each party will furnish actual data supporting compensation paid to the other party, including, but not limited to, originating and terminating access minutes of use (as defined in the appropriate Access Services Tariff), associated messages, Busy Hour Minutes of Capacity (BHMOC) and rates. Such data shall be provided individually by terminating end office (or originating 800 Service end office) and reflect the time period associated with minutes of use, billing percentage appropriate to jointly provided local transport, and other supporting detail as appropriate. In addition to detail data, a summary page will be provided reflecting total payments associated with each rate element. As business requirements change, data reporting requirements may be modified as necessary upon mutual consent of the parties.

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

Attempts-per-message and non-conversation time factors may be provided by the intermediate or receiving company to the sending company in writing to be used in the computation of originating access minutes. When provided with sufficient supporting data to be acceptable to the other company, these company-specific factors will be used. In the absence of such company-specific factors, and by mutual agreement of the parties, industry standard factors will be used.

V. JOINTLY PROVIDED TRANSPORT

The Ownership Percentages used for allocating payment of local transport charges between companies, as appropriate, shall be those percentages specified in Annex III, INTRASTATE ACCESS REVENUE DISTRIBUTION between companies. Changes or modifications to such percentages will be provided to all Local Exchange Carriers operating in the LATA by the company providing the tandem function.

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

Payments associated with Busy Hour Minute of Capacity (BHMOC) shall be made based on BHMOC units agreed between the companies, as shown in Attachment 1 to this Exhibit. Such units may be revised, as required, by mutual agreement in writing between the companies.

Approved and executed this 12th day of October , 1988.

Witness:

ALLTEL FLORIDA, INC.

J. Homer L. Johnson

By J. H. Dunsen
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By V. J. Dunsen
Assistant Vice President

000224

ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For ALLTEL payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's	
		TERM (MTS/WATS)	ORIG (800)
			TOTAL
Gainesville	ARCHFLMA	62	21
	BKVLFLJF	20	1
	BRSNFLMA	28	1
	CDKYFLMA	11	1
	CFLDFLMA	40	1
	CSCYFLMA	31	1
	DNLNFLWM	51	1
	GSVLFLMA	368	8
	GSVLFLNW	72	1
	HWTHFLMA	121	1
	KVNOFLMA	88	2
	NORPFLMA	120	1
	NWBYFLMA	105	1
	OLTWFLLN	14	1
	TRENFLMA	17	1
	WWSPFLHI	11	1
	WWSPFLSH	37	1
	YNTWFLMA	4	1
	Total	1203	46
			1249
Jacksonville	BLDWFLMA	193	11
	FRBHFLFP	396	13
	FTGRFLMA	14	1
	GCSPFLCN	242	33
	JCBHFLMA	212	11
	JCBHFLSP	39	2
	JCVLFLAR	391	14
	JCVLFLAB	11	1
	JCVLFLBW	259	14
	JCVLFLCL	879	64

I. For ALLTEL payments to Southern Bell (Cont.):

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Jacksonville	JCVLFLFC	319	17	336
	JCVLFLLF	380	11	391
	JCVLFLNO	526	46	572
	JCVLFLOW	266	3	269
	JCVLFLRV	360	24	384
	JCVFLSJ	333	24	357
	JCVFLSM	283	28	311
	JCVFLWC	256	42	298
	LKCYFLMA	1689	91	1780
	MDBGFLPM	179	14	193
	MNDRFLLO	47	8	55
	MNDRFLLW	314	1	315
	MXVFLMA	55	2	57
	ORPKFLMA	255	13	268
	ORPKFLRW	189	8	197
	PLTKFLMA	402	53	455
	PMPKFLMA	74	3	77
	PNVDFLMA	88	1	89
	STAGFLBS	184	11	195
	STAGFLMA	486	25	511
	STAGFLSH	314	22	336
	WELKFLMA	80	0	80
	WOLFFLMA	199	0	199
	Total	9910	619	10529
	Total all LATAs	11113	665	11778

II. For Southern Bell payments to ALLTEL:

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Gainesville	BRKRFLXA	215	1	216
	CITRFLXA	259	2	261
	MCINFLXA	515	26	541
	MLRSFLXA	81	7	88
	ORSPFLXA	174	1	175
	WALDFLXA	358	6	364
	Total	1602	43	1645

II. For Southern Bell payments to ALLTEL (Cont.):

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL	
		TERM (MTS/WATS)	ORIG (800)		
Jacksonville	ALCHFLXA	1125	33	1158	
	BORAFSLXA	141	1	142	
	BRFRFLXA	732	1	733	
	CLHNFLXA	2390	185	2575	
	CRCYFLXA	651	11	662	
	DWPKFLXA	146	1	147	
	FLRHFLXA	517	30	547	
	FTWHFLXA	256	7	263	
	HGSPFLXA	497	3	500	
	HLRDFSLXA	1293	24	1317	
	HSNGFLXA	999	93	1092	
	INTRFLXA	891	101	992	
	JNGSFLXA	182	19	201	
	JSPRFLXA	691	13	704	
	LKBTFLXA	812	9	821	
	LRVLFLXA	233	2	235	
	LVOKFLXA	1740	44	1784	
	MAYOFLXA	365	5	370	
	RAFRFLXA	338	1	339	
	WHSPFLXA	585	9	594	
	WLBFLXA	533	11	544	
	Total		15117	603	15720

Executed the 12th day of October, 1988.

Witness:

Thomas L. Jackson

ALLTEL FLORIDA, INC.

By *John J. Dumb*
Vice President

Witness:

Sarahy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By *ABullen*
Assistant Vice President

000227

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by the appropriate regulatory body.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.
25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an independent company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.
51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts or money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 26th day of July 19 88 .

WITNESS:

[Signature]

THE FLORALA TELEPHONE COMPANY, INC.

By

[Signature]
President

WITNESS:

[Signature]

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000234

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 20, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

This Supplement is issued to recognize the addition of Annex XIX, Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Interstate Access Revenue Distribution
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services Not applicable.
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services Not applicable.
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 20th day of October, 1986.

Witness:

Sean B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

[Signature]
President

Witness:

Amberley

SOUTHERN BELL TEL. & TEL. COMPANY

By

[Signature]
Assistant Vice President

000236

AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities associated with IntraLATA/IntraMarket toll services (including Private Line ("PL") services, Message Telecommunication Services ("MTS"), Wide Area Telecommunication Service ("WATS"), and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida State Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the Independent Company, those provided by the Independent Company to the Bell Company, and those individually provided and combined to establish a common service or individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the joint provision of toll services and telecommunication services, including operator, switching and transmission facilities. Excluded are all non-telephone company operations.

The Independent Company exchanges that are connected by the Bell Company - Independent Company IntraLATA network solely through connection with the IntraLATA system of the Independent Company are listed in Exhibit C of this Agreement. The method of handling message recording, identification and operator functions is listed in Exhibit D to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of Telecommunication

services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its joint system so that good service shall be furnished at all times and each will furnish adequate facilities therefor.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary Information") of one party that is furnished or available or otherwise disclosed to the other

party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary Information. Such Proprietary Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it:
 - (a) shall be held in confidence by the receiving Company and its employees, contractors or agents;
 - (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and
 - (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company or the other Company for the use of any Proprietary Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide proprietary information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.

- D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided to such Company; such refusal to provide any further Proprietary Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary Information so disclosed may be unique, valuable and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information

hereunder; provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone by hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII COMPLIANCE MONITORING

Either Party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annex attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data, and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or facilities provided by the owner, in addition to those otherwise required by the procedures and standards set forth in this Agreement, upon seven (7) days written notice, unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the Parties agree to a different period.

SECTION VIII TREATMENT OF INDIRECT COMPANIES

For purposes of this Agreement, an Indirect Company is any local exchange telephone company which connects into the IntraLATA network or connects to the Point of Presence of an interexchange carrier solely through the facilities of another Independent local exchange telephone company (Direct Company).

Unless otherwise agreed to herein, the parties hereto agree that the Independent Company (Direct Company) will be responsible for ensuring that provisions of this Annex extend to the Indirect Company and will be responsible for all future dealings with the Indirect Company.

SECTION IX COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION X BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the Independent Company statements, which shall include the Bell Company and the Independent Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION XI TERMINATION

This Agreement, except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this Agreement, in whole or in part, hereto, may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

SECTION XII DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of Compensation required pursuant to any Annex hereto, or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XIII
ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIV
INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement, except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each Party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the Indemnifying Party or its agents or independent contractors in connection with the Indemnifying Party's provision of Facilities, or the other Party's provision of Facilities to the Indemnifying Party, under this Agreement. The Indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury, or liability. The Indemnifying Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party of any claim, lawsuit or demand if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing and has failed to accept such defense.

The owner agrees with respect to Facilities and services provided hereunder to the non-owner to indemnify and save the Non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors under Worker's Compensation or similar statutes. The owner agrees to defend any such suit brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two (2) years of the accrual of the cause of action for indemnity.

SECTION XV NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

SECTION XVI GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with the law of the State of Florida.

SECTION XVII SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be effected thereby and shall continue in full force and effect.

SECTION XVIII

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the 9th day of March, 19 84.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

James G. Stinson

By

[Signature]
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Sam Barkley

By

[Signature]
Assistant Vice President

000245

EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service Not applicable.
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services Not applicable.
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
Annex XIV - E911 Not applicable.
Annex XV - Access Service Provisioning
Annex XVI - Number Services Not applicable.

Executed the 9th day of march, 19 84.

Witness:

Dean D. Stevens

THE FLORIDA TELEPHONE COMPANY, INC.

By

[Signature]
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By

[Signature]
Assistant Vice President

000247

EXHIBIT B

DEFINITIONS

- Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICS) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs are agreed to by both parties.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange has the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.
15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book

Costs." Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
20. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.
22. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market area.
24. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.
25. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.
31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
32. MESSAGE DISTRIBUTION includes the identification, routing, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK - comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person to person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station.
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. TOLL CALLING CARD MESSAGES will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a company is unable to collect or impracticable to collect.

Executed this 9th day of March, 1984.

Witness:

James E. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

President

Witness:

Sam Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By

Assistant Vice President

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINTS OF CONNECTION</u>
Florala, Ala.	Ft. Walton Beach	Pensacola	Interconnection facilities from the exchanges of THE FLORALA TELEPHONE COMPANY, INC. will be provided by CENTRAL TELEPHONE COMPANY OF FLORIDA. The point of connection is V8025, H2128 which is the Crestview central office of the CENTRAL TELEPHONE COMPANY OF FLORIDA.
Laurel Hill	Ft. Walton Beach	Pensacola	
Paxton	Ft. Walton Beach	Pensacola	
Wing, Ala.	Ft. Walton Beach	Pensacola	

Executed this 9th day of march, 1984.

Witness:

Dean D. StevensTHE FLORALA TELEPHONE COMPANY, INC.

By

President

Witness:

Ann BarkleySOUTHERN BELL TEL. AND TEL. COMPANY

By

Assistant Vice President

000254

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u> Florala, Ala.	<u>Traffic Terminating At</u> All points	<u>Function Performed</u> All recording, identification and operating functions.
Laurel Hill	All points	All recording, identification and operating functions.
Paxton	All points	All recording, identification and operating functions.
Wing, Ala.	All points	All recording, identification and operating functions.

Executed this 9th day of march, 1984.

Witness:

Dean D. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

President

Witness:

Am Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By

Assistant Vice President

000255

SUPPLEMENT NO. 6
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between THE FLORALA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Intrastate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and THE FLORALA TELEPHONE COMPANY (hereinafter "Floral") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1990 for Feature Group C, Feature Group D, and Directory Assistance Access Services; effective March 28, 1990 for Special Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Witnessed this 3rd day of July, 1990.

Witness:

THE FLORALA TELEPHONE COMPANY

Erin G. Stevens

BY

John A. Varga
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carathy Bennett

BY

W. B. Rieper, Jr.
Assistant Vice President
for

000256

SUPPLEMENT NO. 5
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
AMENDMENT

In order to implement meet point billing for Intrastate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and THE FLORALA TELEPHONE COMPANY (hereinafter "Floral") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1990 for Feature Group C, Feature Group D and Directory Assistance Access Services, and effective March 28, 1990 for Special Access Services, as follows:

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing an access customer for the above specified jointly provided access services. This previously existing method of billing, known as "end office billing", required the "end office company" to bill for the jointly provided access services based on its intrastate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex III. The implementation of meet point billing will terminate this sharing of revenues and existing billing arrangements.

II. STANDARDS

The parties to this Amendment agree to abide by the terms and conditions contained in the Multiple Exchange Carrier Access Billing Standards (MECABS) and the Multiple Exchange Carrier Ordering and Design Standards (MECODS) documents.

III. COMPENSATION

The following procedures shall apply for the remittance of revenues derived from the joint provisioning of intrastate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. The Initial Billing Company (IBC) shall

compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's intrastate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment Florala is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff F.C.C. No. 4. Revenue distribution, where appropriate, shall be performed pursuant to the procedures contained in Attachment 1, which is attached hereto and incorporated herein.

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing option.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

IV. PROVISIONING

Provisioning guidelines and responsibilities for jointly provided access services are specified in Annex XV between the parties.

V. COLLECTION PRACTICES AND LEGAL RECOURSE

In the event an access customer fails to pay the Billing Company the entire amount billed where a Single Bill option is used, it shall be the duty and responsibility of the Billing Company to take whatever steps are necessary to collect the unpaid amount(s), including, but not limited to, filing suit against the access customer. However, the Billing Company must obtain the written consent of the non-billing company prior to the initiation of litigation. Division of attorneys' fees and litigation costs will be agreed to by the parties and made part of the written consent prior to filing of the suit. Should the Billing Company recover less than the entire amount billed, the deficiency shall be divided pro rata between the two companies based on each party's percentage of the total bill submitted to the access customer.

VI. TERMS

It is expressly agreed that any and all terms and conditions contained in Annex III or its exhibits or attachments which are inconsistent with or contrary to this Amendment are null and void.

Executed this 2nd day of May, 1990.

Witness:

THE FLORALA TELEPHONE COMPANY

Fran L. Stevens

By

John A. Vangla
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Barbara P. Bennett

By

[Signature]
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1990

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1990 between THE FLORALA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Attachment describes revenue distribution procedures applicable to those jointly provided Intrastate access services which are "Meet Point Billed" as reflected in the above referenced Amendment. The remittance of access service revenues, billed and collected by one company, to the other company shall be based upon percentages determined under the following procedures:

I. JOINT TRANSPORT

The parties agree that the transport percentages specified in the Exchange Carrier Association (ECA) Tariff F.C.C. No. 4 shall be utilized for the billing to access customers of those jointly provided services specified in the Amendment. These percentages are based upon airline distances between the Meet Point(s), i.e. point of connection(s), connecting locations identified in the ECA F.C.C. No. 4 tariff.

Both parties utilize an intrastate access tariff structure in which charges for interexchange mileage and carrier termination(s) are combined in a single switched access transport rate element. This combined rate structure makes it necessary to weight the airline-based percentages shown in the ECA F.C.C. No. 4 tariff to reflect carrier terminal ownership for revenue sharing purposes. Weighting factors utilized for this purpose are as follows:

<u>Transport Mileage Band</u>	<u>Ratio of CXR Termination to Total</u>	<u>Ratio of Airline Mileage to Total</u>
1-8 miles	.638	.362
over 8-16 miles	.679	.321
over 16-25 miles	.578	.422
over 25-50 miles	.448	.552
over 50-100 miles	.469	.531
over 100-999 miles	.815	.185

Compensation reflecting the difference between ECA F.C.C. No. 4 billed to the customer and weighted percentages as described above shall be made monthly between the parties as appropriate.

B. Special Access

The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff F.C.C. No. 4.

II. RECORDING AND MESSAGE PROCESSING

The IBC shall compensate the SBC for recording and message processing, if applicable, according to the SBC's filed tariff charges for the access services performed as reflected in Annex XI, Accounting Services, between the parties.

Executed this 2nd day of May, 1990.

Witness:

THE FLORALA TELEPHONE COMPANY

[Signature]

[Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By [Signature]
Assistant Vice President

SUPPLEMENT 4

Issued July 15, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Florala Telephone Company, Inc., Florala, Alabama, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1985 through December 31, 1985 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1985 Study Costs	\$ 131,979
1985 Preliminary Settlements	\$ 112,585
Net Due Florala	\$ 19,394

Upon the execution of this supplement Bell will credit the account of Florala Telephone Company, Inc. in the amount of \$19,394 in final settlement for Intrastate Access Services for the period January 1, 1985 through December 31, 1985.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

executed this 15th day of July, 1986.

WITNESS:

FLORALA TELEPHONE COMPANY, INC.

Dean G. Steiner

By

[Signature]
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By

[Signature]
Assistant Vice President

000262

SUPPLEMENT 3

Issued December 11, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Florala Telephone Company, Inc., Florala, Alabama, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1984 through December 31, 1984 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1984 Study Costs	\$280,416
1984 Preliminary Settlements	258,218
Net Due Florala	\$ 22,198

Upon the execution of this supplement Bell will credit the account of Florala Telephone Company, Inc. in the amount of \$22,198 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 3rd day of January, 1986.

WITNESS:

Clara S. Miller

FLORALA TELEPHONE COMPANY, INC.

By

[Signature]
President

WITNESS:

[Signature]

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000263

SUPPLEMENT NO. 2
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
Effective July 1, 1985

This Supplement replaces Annex III and associated Exhibit A effective January 1, 1984.

This Annex, effective the 1st day of July, 1985, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company and THE FLORALA TELEPHONE COMPANY, INC., a Corporation under the laws of the State of Alabama, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate Joint Access Services to Interexchange Carriers over facilities provided by each company within its service area, and shall each share the revenues generated in providing such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;
- B. To specify the facilities and methods used to provide such Joint Access Services; and
- C. To establish the methods and procedures used to distribute between the companies the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at a point or points of connection included in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.
- B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them.

Access Services provided to Interexchange Carriers through facilities not listed in Exhibit C to the Basic Agreement are not subject to the provisions of this Annex.

- C. Each company will plan, design, construct and maintain the facilities within their respective Access Systems as is necessary and proper for the provision of the Access Services covered by this Annex. In providing such Access Services and facilities, each company will adopt and comply with generally acceptable industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

III. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.
- B. The revenue distribution for facilities furnished and services provided under this agreement shall be paid on a monthly basis. The methods and procedures for the provision of data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, shall be as reasonably required by the revenue distribution administrator. Such methods and procedures may be revised by the administrator as required to ensure the timely and proper distribution of revenues covered by this Annex.

IV. AVAILABILITY OF DATA

Each company will keep records of its transactions relating to the provision of Intrastate Joint Access Services in sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of the company's reported revenues and of the investment and expense data underlying the compensation amounts provided hereunder. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts provided under this Annex.

V. TERM

This Annex shall become effective on the date first written and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other party thirty (30) days written notice thereof.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 30th day of August, 19 85.

Witness:

Leon G. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

[Signature]
President

Witness:

AmBarkley

SOUTHERN BELL TEL. & TEL. CO.

By

[Signature]
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTRASTATE JOINT ACCESS SERVICES
Effective July 1, 1985

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between THE FLORALA TELEPHONE COMPANY, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

- I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.
- II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.
- III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:
 - A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:
 1. Switched Access;
 2. Special Access;
 3. Billing and Collecting; and
 4. Directory Assistance
 - B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:
 1. All or part of Local Transport;
 2. Recording of Intrastate InterLATA Messages; and
 3. Message processing of Intrastate InterLATA Messages.

C. The End Office Company will retain all revenues billed for Intrastate Access Services and will compensate the POP Company as more specifically set forth in Attachments to this Exhibit.

IV. DATA REPORTING. Each party shall furnish to the other such information as may be required for monthly revenue accumulation, billing and statistical purposes. Monthly, if not more frequently, each party will furnish actual data, including, but not limited to, originating and terminating Intrastate InterLATA minutes of use, Intrastate InterLATA recorded messages and Intrastate InterLATA billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 30th day of
August, 1985.

Witness:

Leon B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

President

Witness:

Am. Bell Tel. Co.

SOUTHERN BELL TEL. & TEL. CO.

By

President

000268

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called the Independent Company. This Exhibit is made in order to more clearly define the rights and obligations of the parties under Annex III, Intrastate Access Revenue Distribution between them effective January 1, 1984 and to discharge all such obligations to each other as soon as practicable after July 1, 1985, as specifically provided below.

I. GENERAL PROVISION

- A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.
- B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.
- C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

- A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:
 - 1. Settlement adjustments shall be made quarterly on the first work day of January, April and July, 1986. Each such settlement adjustment shall include all the adjustment items, not previously included in a settlement or settlement adjustment, for which the parties have agreed, by the 15th day of the preceding month, that a settlement adjustment was required under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits.

2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.
 3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.
- B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

All settlement adjustments discovered prior to June 30, 1986 to which the parties are entitled under Annex III effective January 1, 1984 shall be made by the parties, in accordance with Section II.B. above, except as specifically provided below:

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using the separations principles and procedures as incorporated into Parts 67 and 69 of the Federal Communications Commission's Rules and Regulations and as amended and in effect at the time to which the settlement or settlement adjustment relates. Other modifications if agreed to by both parties may be incorporated into the study.

V. REVIEW PROCEDURES

The Bell Company and the Independent Company shall have the right to conduct reviews or audits of relevant supporting detail and documents as necessary and appropriate to give assurance of compliance with the provisions of Annex III effective January 1, 1984 and its Exhibits. Each party, whether or not in connection with a formal review or audit, shall provide the other with reasonable access to relevant data within its possession relating to the determination of settlement and settlement adjustment amounts under this Exhibit.

VI. TERM OF AGREEMENT

All rights, duties and obligations created under this Exhibit shall expire on the first work day of July, 1986.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 30th day of August, 1985.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

Dean G. Steen

By

[Signature]
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Am Barkley

By

[Signature]
Assistant Vice President

ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate Access Services are defined as including Switched Access, WATS Access, Private Line Station Terminations, Directory Assistance and Billing and Collecting which are furnished in whole or in part by the system of the Independent Company and are furnished under intrastate tariffs filed by the Bell Company and concurred in by the Independent Company. Intrastate Access Services subject to this Agreement are identified in Southern Bell's Florida Access Service Tariff.

When Independent-to-Independent (I-I), Bell-to-Independent (B-I), Independent-to-Bell (I-B), or Bell-to-Bell (B-B) access traffic ceases to be furnished under the statewide uniform access rate schedules identified above such traffic will cease being covered by this Annex.

II. INDEPENDENT COMPANY EXCHANGES

The exchanges of the Independent Company system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

The Bell Company and Independent Company will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. ROUTING OF TRAFFIC

The traffic interchanged under this Annex will be routed as indicated in Exhibit C. Changes in routing shall be agreed upon in writing by the parties before becoming effective.

V. TRAFFIC RECORDING AND IDENTIFICATION

The recording and identification functions required to provide access services specified hereunder shall be performed as shown in Exhibit D of the Basic Agreement.

VI. MONTHLY COMPENSATION

Each party will collect all charges payable by its interexchange customers for Access Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by the Bell Company to the Independent Company and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

VII. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VIII. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

IX. TERM OF ANNEX

This annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 9th day of march, 19 84.

Witness:

Dean E. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

[Signature]
President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By

[Signature]
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTRASTATE ACCESS REVENUE DISTRIBUTION ANNEX, dated January 1, 1984, between THE FLORALA TELEPHONE COMPANY, INC., hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

Compensation amounts which the Independent Company is to receive for its participation in the handling of Intrastate Access Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. The Independent Company will report all revenues for Intrastate Access services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:
 - 1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures as defined in Section II of this Exhibit; plus
 - 2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less
 - 3. The intrastate access portion of the interest charged on construction of the Independent Company; plus
 - 4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to intrastate access services as the pool's achieved return on the average net book costs of property devoted to intrastate access services.
- B. Within ten (10) working days following the close of a calendar month, the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:
 - 1. Intrastate access revenues defined herein billed by the Independent Company; less

2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to the Bell Company as of five (5) working days prior to the end of the month. These elements will be reviewed with the Independent Company prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units, and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year; however, the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues, as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Billing Company. Documented fraud, responsible company returns not complete and not in standard format and ICS messages will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 67 and Part 69 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.

- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Traffic separations factors shall be based on traffic studies of seven (7) calendar days duration. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.
- D. The Surtax Exemption shall be allocated between toll and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of Companies for Federal Income Taxes, the effect of the lower tax rate will be allocated between the affiliates, both telephone operating and non-operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five (25) or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes. Associated fixed charges along with any other interest charges in Account 102, Other Investments, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Agreement.

III. SEPARATIONS STUDIES REVISIONS

- A. The Independent Company shall prepare revised separation studies annually. Such studies shall be completed under normal circumstances within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.
- B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B, the following settlement adjustments shall be applicable:

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed, starting with the seventh (7th) month following the close of the study period; and
2. Any retroactive compensation amount due the Bell Company shall be increased each month, beginning with the seventh (7th) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If the Bell Company failed to meet its obligations:

1. Any retroactive compensation amount due the Bell Company shall be reduced one-twelfth (1/12) for each month the study is delayed, starting with the tenth (10th) month following the close of the study period; and

2. Any retroactive compensation amount due the Independent Company shall be increased each month, beginning with the tenth (10th) month following the close of the study period, by an amount of interest. Monthly-interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Independent Company books are maintained in accordance with the Uniform System of Accounts, as prescribed by Part 31, FCC Rules and Regulations for Class A & B telephone companies. The Independent Company and the Bell Company books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of generally acceptable industry standard accounting procedures in areas such as delayed retirements, station accounting studies, etc., the Bell Company's procedures or other mutually acceptable procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

The Independent Company shall furnish its cost studies in a format (hard copy or a suitable alternative) suitable for processing through the Bell Company's mechanized cost study analysis systems. Output of these systems shall be made available to the Independent Company to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between the Independent Company and the Bell Company reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed this 9th day of march, 1984.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

Leon E. Thomas

By

B. G. Linn
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Sam Barkley

By

R. T. Burns
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 16, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Florala Telephone Company and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1990 through December 31, 1990 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1990 Study Costs	\$11,058
1990 Preliminary Settlements	\$10,350
Net Due Florala	\$ 708

Upon the execution of this supplement Bell will credit the account of Florala in the amount of \$708 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and

Executed this 22nd day of October, 1991.

Witness:

FLORALA TELEPHONE COMPANY

Sean B. Stevens

BY

John A. Sanger
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

BY

W. J. Sanger
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 22, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Florala Telephone Company and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1989 through December 31, 1989 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1989 Study Costs	\$10,354
1989 Preliminary Settlements	9,000
Net Due Florala	\$ 1,354

Upon the execution of this supplement Bell will credit the account of Florala in the amount of \$1,354 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

This supplement, together with Annex XXVIII and Exhibit A, as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 1st day of October, 1990.

Witness:

FLORALA TELEPHONE COMPANY

Leon G. Stearns

By

John H. Langley
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

Ray H. Ralston, Jr.
Assistant Vice President
for

000282

IntraLATA Private Line
Meet Point Billing Option

☐

Single Bill/Single Tariff

☒

Multiple Bill/Multiple Tariff

☐

If you have selected the Single Bill Option and
you wish Southern Bell to be the billing company,
please check here.

The Florida Telephone Company, Inc.

John J. ...
Name/Title President

August 22, 1980
Date

SOUTHERN BELL

Tom Berger, Jr.
Name/Title Operations Manager

9/5/80
Date

000283

SUPPLEMENT NO. 1
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 30, 1989

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Florala Telephone Company and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1988 through December 31, 1988 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1988 Study Costs	\$8,020
1988 Preliminary Settlements	\$9,000
Net Due Bell	\$ 980

Upon the execution of this supplement Bell will debit the account of Florala in the amount of \$980 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 15th day of September, 1989.

WITNESS:

FLORALA TELEPHONE COMPANY

Thomas James Seay

By John H. Langley
President

WITNESS:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Nancy Bennett

By [Signature]
Assistant Vice President

000284

ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called Florala, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of Florala under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Florala. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. FLORALA EXCHANGES

The exchanges of the Florala system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

Southern Bell and Florala will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect or maintain facilities other than as indicated in Exhibit C.

IV. MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to Florala and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

V. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VI. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated pursuant to Section VI or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 26th day of July, 1988.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

[Signature]

By

[Signature]

President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]

Assistant Vice President

ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988, between THE FLORALA TELEPHONE COMPANY, INC., hereinafter called Florala, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Florala is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. Florala shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:
 1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less
 2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Florala; plus
 3. An amount to give Florala the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.
- B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Florala a statement of preliminary compensation for that month reflecting the net of:
 1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Florala; less
 2. The net of Florala's compensation as determined in A.1. through A.3. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to Southern Bell as of five (5) working days prior to the end of the month. These elements will be reviewed with Florala prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of Florala. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

- D. The Surtax Exemption shall be allocated between state, interstate and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of affiliated companies for Federal Income Taxes, the affect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 1402, Investments in Nonaffiliated Companies, will be treated as an operating investment for compensation purposes if Florala petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Accounts 7510 through 7540, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of Account 1402.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISION

- A. Florala shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within six (6) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, Florala and Southern Bell shall establish a schedule for the exchange of data required to enable Florala to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise Florala within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If Florala failed to meet its obligations:

1. Any retroactive compensation amount due Florala shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due Southern Bell shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If Southern Bell failed to meet its obligations:

- shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and
2. Any retroactive compensation amount due Florala shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Florala books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Florala and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of mutually agreeable Florala accounting procedures in areas such as delayed retirements, station accounting studies, etc. Southern Bell's procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

Florala shall furnish its cost studies annually in a format (magnetic tapes or an equivalent method) suitable for processing through Southern Bell's mechanized cost study analysis systems. Output of these systems shall be made available to Florala to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between Florala and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Witness:

SB Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

[Signature]
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

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SUPPLEMENT NO. 1

TO

ANNEX XXIX

REVISED ATTACHMENT 1

TO

EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective January 1, 1991

Effective to and made a part of Exhibit A, BASIS OF COMPENSATION MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between THE FLORALA TELEPHONE COMPANY, INC. AND SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to revise BHMOC quantities.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For Florala payments to Southern Bell:

<u>LATA</u>	<u>WIRE CENTER</u> <u>CLLI</u>	<u>BHMOC</u>
Pensacola	CNTMFLLE	1
	GLBRFLMC	2
	HLNVFLMA	3
	JAY FLMA	1
	MLTNFLRA	8
	PNSCFLBL	6
	PNSCFLFP	15
	PNSCFLHC	2
	PNSCFLPB	1
	PNSCFLWA	4
	Total	47

FLORALA/SOUTHERN BELL
FLORIDA EXH. A, ATT. 1
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01-01-91
Page 2 of 2

II. For Southern Bell payments to Florala:

<u>LATA</u>	<u>WIRE CENTER</u> <u>CLLI</u>	<u>BHMOC</u>
Pensacola	LRHLFLXA	27
	PXTNFLXA	<u>45</u>
		72

Executed the 14th day of January , 1991 .

Witness:

FLORALA TELEPHONE COMPANY

Luan G. Stevens

By

John A. Langdon
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

W. C. Smith
Assistant Vice President

000233

ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION
FOR INTRASTATE INTRALATA TOLL SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and THE FLORALA TELEPHONE COMPANY, INC., a corporation organized under the laws of the State of Alabama, (herein called "Florala"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntraLATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and
- B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

Intrastate IntraLATA Toll Services are defined for the purpose of this Annex as including (1) Long Distance Toll Services (MTS), (2) Wide Area Telecommunication Service (WATS), and (3) 800 Service which are furnished in part by the system of Florala and in part by the system of Southern Bell, and which are furnished under Intrastate IntraLATA toll tariffs filed, or concurred in, by each company.

Private Line Services are not covered under this Annex. LATA-wide or EAEA termination of FGA access traffic is not covered by this Annex.

III. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their respective systems for the exchange of IntraLATA Toll Service traffic at the point or points of connection shown in Exhibit C of the Basic Agreement between the companies. The Toll Service traffic originated and/or terminated under this Annex may be routed through said point or points of connection, as appropriate.

- B. Each company will plan, design, construct and maintain the facilities within their respective systems as is necessary and proper for the provision of the Toll Services covered by this Annex. In providing such services and facilities, each company will adopt and comply with generally accepted industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided. The provisioning of services covered by this Annex shall be as agreed to by the companies in Annex X between them.

IV. ROUTING OF TRAFFIC

The traffic covered by this Annex should be routed as indicated in the Local Exchange Routing Guide (LERG), or by mutual agreement of the companies. Compensation covered herein shall be made based on LERG homing arrangements regardless of individually negotiated exception cases to these arrangements, e.g. high usage trunking, temporary routing changes, alternate routing, etc.

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

The operating functions required to provide IntraLATA Toll Services i.e., recording, identification, and operator handling of Toll traffic, shall be performed as shown in Exhibit D of the Basic Agreement between the companies.

Where one company provides recording functions on behalf of the other company, full message detail shall be provided to the originating company in a manner to permit timely processing of MABC payments.

VI. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.
- B. The compensation for facilities furnished and services provided under that tariff shall be paid on a monthly basis. The methods and procedures for the provision of the data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, are outlined in Exhibit A to this Annex. Such methods and procedures may be revised, in accordance with the appropriate tariff, by mutual consent of the companies as required to ensure the timely and proper exchange of revenues covered by this Annex.

- C. Late charges, defined by the appropriate Florida Access Service Tariff, shall be the responsibility of the paying company.

VII. AVAILABILITY OF DATA

- A. Each company will keep records of its transactions relating to the payment of Modified Access-Based Compensation (MABC) amounts in reasonably sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of MABC payments. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts exchanged under this Annex.
- B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

This Annex shall become effective on the date specified and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other company thirty (30) days written notice thereof. This Annex may be amended from time to time by the companies.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 14th day of September , 19 88 .

Witness:

For E. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By

Blg
President

Witness:

Sorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

MB
Assistant Vice President

ANNEX XXIX
MODIFIED ACCESS BASED COMPENSATION

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

Attached to and made a part of MODIFIED ACCESS BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, effective January 1, 1988 between THE FLORALA TELEPHONE COMPANY, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

Compensation between companies as covered under this Exhibit shall be based on the payment by the sending company to the receiving company and to the intermediate company, if any, of access charges as specified in the intermediate or receiving company's Intrastate Access Service Tariff, Section E16, except that no payments shall be made by a company to itself.

For the purpose of this compensation arrangement, the "sending company" shall be defined as the company in whose service area an IntraLATA MTS or WATS call originates or in whose area an IntraLATA 800 Service call terminates. Similarly, the "receiving company" is the company in whose area an IntraLATA MTS or WATS call terminates or in whose area an 800 IntraLATA Service call originates. The "intermediate company" is defined as the company whose facilities an IntraLATA Toll Service call transits, when such calls neither originate nor terminate in that company's service area.

Each company shall be responsible for making appropriate MABC payments, in full, based on its records of Toll Service Calls processed, to the other company monthly. Payments will be made without regard to payments anticipated or received from the other company.

MABC payments associated with calls for which customer billing has been delayed for circumstances beyond the control of the originating company, will be made when the call is processed for billing purposes.

MABC payments associated with calls for which supporting data is lost or destroyed due to circumstances beyond the control of the sending company will be based on estimated amounts mutually agreed upon between the parties.

II. TARIFF STRUCTURES AND RATES

Each party agrees to file and maintain tariffs, or concur in those tariffs of another party, for IntraLATA MTS, WATS and 800 Service provided on a joint basis to customers. In addition, each party will file and maintain, Section E16, Florida Access Service Tariff, or concur in E16 of another company, which specifies amounts and procedures of MABC compensation.

III. DATA REPORTING

Each party shall furnish to the other such information as may reasonably be required for monthly revenue accumulation and statistical purposes. Monthly, if not more frequently, each party will furnish actual data supporting compensation paid to the other party, including, but not limited to, originating and terminating access minutes of use (as defined in the appropriate Access Services Tariff), associated messages, Busy Hour Minutes of Capacity (BHMOC) and rates. Such data shall be provided individually by terminating end office (or originating 800 Service end office) and reflect the time period associated with minutes of use, billing percentage appropriate to jointly provided local transport, and other supporting detail as appropriate. In addition to detail data, a summary page will be provided reflecting total payments associated with each rate element. As business requirements change, data reporting requirements may be modified as necessary.

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

Attempts-per-message and non-conversation time factors may be provided by the intermediate or receiving company to the sending company in writing to be used in the computation of originating access minutes. When provided with sufficient supporting data to be acceptable to the other company, these company-specific factors will be used. In the absence of such company-specific factors, and by mutual agreement of the parties, industry standard factors will be used.

V. JOINTLY PROVIDED TRANSPORT

The Ownership Percentages used for allocating payment of local transport charges between companies, as appropriate, shall be those percentages specified in Annex III, INTRASTATE ACCESS REVENUE DISTRIBUTION between companies. Changes or modifications to such percentages will be provided to all Local Exchange Carriers operating in the LATA by the company providing the tandem function.

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

Payments associated with Busy Hour Minute of Capacity (BHMOC) shall be made based on BHMOC units agreed between the companies, as shown in Attachment 1 to this Exhibit. Such units may be revised, as required, by mutual agreement in writing between the companies.

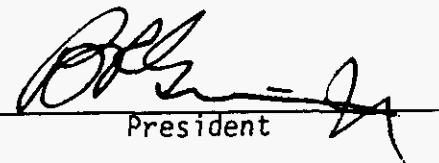
Approved and executed this 14th day of September, 1988.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

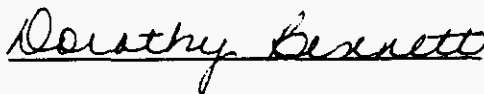


By


President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By


Assistant Vice President

ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between THE FLORALA TELEPHONE COMPANY, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For Florala payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Pensacola	CNTMFLLE	9	0	9
	GLBRFLMC	16	0	16
	HLNVFLMA	16	0	16
	JAY FLMA	2	0	2
	MLTNFLRA	49	0	49
	MNSNFLMA	4	0	4
	PACEFLPV	24	0	24
	PNSCFLBL	28	0	28
	PNSCFLFP	40	0	40
	PNSCFLHC	4	0	4
	PNSCFLPB	1	0	1
	PNSCFLWA	40	0	40
	Total		233	0

II. For Southern Bell payments to Florala:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Pensacola	LRHLFLXA	240	1	241
	PXTNFLXA	183	1	184
Total		423	2	425

Executed the 14th day of September, 1988.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

[Signature]

By

[Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By

[Signature]
Assistant Vice President

000300

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GTE FLORIDA, INC.

This Supplement is issued to recognize the addition of Annex XXVIII and the deletion of Annex III; and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
- Annex XI - Accounting Services
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services

Executed the 17th day of January, 1989.

Witness:

GTE FLORIDA, INC.

Dwight R. Odum

By Beverly Y. Menard
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Norothy Bennett

By [Signature]
Assistant Vice President

000301

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GTE FLORIDA, INC.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.
3. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003, 2004 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, and 4340. In addition, book costs will include amounts in Account 2005 to the extent
4. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
5. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
6. COMPANY means the Bell Company or General Company or both, as the context shall require.
7. COMPENSATION is the amount of money due from the Bell Company to the General Company or from the General Company to the Bell Company for services and facilities provided under this Agreement.

8. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
9. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
10. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
11. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the General Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the General Company will be handled in the study consistent with the recording on the General Company's books.
12. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
13. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.

14. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
15. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
16. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
17. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
18. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are
19. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
20. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.
21. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.

22. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
23. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
24. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
25. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
26. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange services.
27. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
28. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
29. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
30. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
31. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

32. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
33. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
34. PARTY means the Bell company or Independent Company or both, as the context shall require.
35. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
36. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
37. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
38. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in the Automatic Message Accounting (AMA) format.
39. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
40. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
41. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.
42. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

43. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
44. The SYSTEM OF THE GENERAL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the General Company and excluding those leased by the General Company to others.
45. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
46. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 20th day of December 1988

WITNESS:

Grady R. Odair

GTE FLORIDA, INC.

By Beverly Y. Menard
Vice President

WITNESS:

Kerithy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By AB Sullivan
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES

Effective January 1, 1988

Effective January 1, 1988, General Telephone Company of Florida changed its name to GTE FLORIDA, INC.

This Supplement is issued to amend this Agreement, dated January 1, 1984, to reflect the name change to GTE FLORIDA, INC.

Executed this 10th day of June, 1988.

Witness:

GTE FLORIDA, INC.

Beverly Y. Menard

By Richard W. Jenkins
Vice President

Witness:

SOUTHWEST BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By W.C. Smith
Assistant Vice President

000308

AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and GENERAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the General Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities, associated with IntraLATA/Intra-Market toll services (including Private Line ("PL") services, Message Telecommunication Service ("MTS"), Wide Area Telecommunication Service ("WATS") and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida State Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the General Company, those provided by the General Company to the Bell Company and those individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the toll portion of IntraLATA/Intra-Market telecommunication services, including operator, switching and transmission facilities. Excluded are all other telecommunication services and facilities.

The General Company exchanges are listed in Exhibit C to this Agreement. The method of handling message recording, identification and operator functions is specified in Annex I to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of telecommunication services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary Information. Such Proprietary Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential; it: (a) shall be held in confidence by the receiving Company and its employees, contractors and

agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the General Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.

- B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of any appropriate fee by one Company to the other Company for the use of any Proprietary Information covered by the Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in making reasonable protective arrangements requested by the other Company.
- D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided, to such Company; such refusal to provide any further Proprietary Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.

- F. It is agreed that as a result of the uniqueness of this Proprietary Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such proprietary information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each party to the Agreement shall provide to the other party the data in sufficient detail reasonably necessary to meet the other party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any party, such party may condition furnishing such information upon the other party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder; provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished

SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone for hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII
RIGHT OF REVIEW

Each company will have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews will be made upon completion of these studies. Reviews may be made during compilation as mutually agreed between the two parties.

SECTION VIII
COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION IX
BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the General Company statements, which shall include the Bell Company and the General Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

Neither party shall withhold payment of any amount due the other party in controversy without first having given thirty (30) days written notice to the other of such withholding.

SECTION X
TERMINATION

This Agreement except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

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SECTION XI DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of Compensation required to any Annex hereto or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XII ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIII INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each Party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party arising under this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand if the indemnifying Party has not approved the settlement in advance unless the indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed to assume such defense.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two years of the accrual of the cause of action for indemnity.

**SECTION XIV
NOTICE**

All written notices requires under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

**SECTION XV
GOVERNING LAW**

This Agreement and its Annexes shall be governed by and construed in accordance with, the law of the State of Florida.

**SECTION XVI
SEVERABILITY**

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be effected thereby and shall continue in full force and effect.

**SECTION XVII
SURVIVABILITY**

The rights and obligations of the parties under this Agreement and its Annexes arising as a result of events and transactions occurring before the cancellation date shall continue after said date, except as otherwise expressly agreed by the parties.

**SECTION XVIII
AMENDMENTS: WAIVERS**

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers on the 18th day of April 1984.

Witness:

GENERAL TELEPHONE COMPANY OF FLORIDA

Beverly G. Menard

By

James A. B. [Signature]
Vice President - Revenue Requirements

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH
COMPANY

Am Barkley

By

R. T. Burns
Assistant Vice President

BASIC AGREEMENT
EXHIBIT A
ANNEX TABLE OF CONTENTS
EFFECTIVE AS OF JANUARY 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GENERAL TELEPHONE COMPANY OF FLORIDA.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- | | |
|-------------------|--|
| Annex I | - Intrastate IntraLATA/Intra-Market Toll Services |
| Annex II | - Not applicable to General Telephone Company of Florida |
| Annex III | - Intrastate Access Revenue Distribution |
| Annex IV | - Not applicable to General Telephone Company of Florida |
| Annex V | - Not applicable to General Telephone Company of Florida |
| Annex VI | - Not applicable to General Telephone Company of Florida |
| Annex VII | - IntraLATA/Intra-Market Foreign Exchange Service |
| Annex VIII | - Domestic Public Land Mobile Radiotelephone Roamer Service |
| Annex IX | - Not applicable to General Telephone Company of Florida |
| Annex X | - Not applicable to General Telephone Company of Florida |
| Annex XI | - Accounting Services |

Annex XII - Not applicable to General Telephone Company of Florida
Annex XIII - Not applicable to General Telephone Company of Florida
Annex XIV - Not applicable to General Telephone Company of Florida
Annex XV - Not applicable to General Telephone Company of Florida
Annex XVI - Not applicable to General Telephone Company of Florida

Executed the 18th day of April, 1984.

Witness:

Beverly L. Menard

GENERAL TELEPHONE COMPANY OF FLORIDA

By

James R. Price
Vice President-Revenue Requirements

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

R. J. Burns
Assistant Vice President

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BASIC AGREEMENT

EXHIBIT B

DEFINITIONS

EFFECTIVE AS OF JANUARY 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GENERAL TELEPHONE COMPANY OF FLORIDA.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICs) for interexchange telecommunication.
2. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
3. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.
4. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority or municipal regulatory authority.
5. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
6. COMPANY means the Bell Company or General Company or both, as the context shall require.
7. COMPENSATION is the amount of money due from the Bell Company to the General Company or from the General Company to the Bell Company for services and facilities provided under this Agreement.
8. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.

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9. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
10. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
11. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the General Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the General Company will be handled in the study consistent with the recording on the General Company's books.
12. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated service area such charges were incurred.
13. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
14. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
15. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intra-state telecommunication services for its own use or for the use of its customers.

16. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
17. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
18. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.
19. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
20. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market area.
21. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local
22. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
23. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
24. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.

25. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
26. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
27. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
28. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
29. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
30. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
31. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
32. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station between a landline exchange telephone and a mobile unit, or between two mobile units.
33. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
34. PARTY means the Bell Company or the General Company or both, as the context shall require.
35. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
36. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.

37. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
38. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
39. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
40. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
41. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.
42. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
43. The SYSTEM OF THE BELL COMPANY means the exchange and inter-exchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
44. The SYSTEM OF THE GENERAL COMPANY means the exchange and that route, switch, assist and transport intraLATA/intra-market traffic or Access Service including those facilities owned or leased from others by the General Company and excluding those leased by the General Company to others.
45. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
46. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Basic Agreement
Exhibit B
Definitions
Effective as of January 1, 1984
Page 6

Executed this 18th day of April 1984.

Witness:

GENERAL TELEPHONE COMPANY OF FLORIDA

Beverly H. Menard

By

James R. Price
Vice President - Revenue Requirements

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH
COMPANY

Am Barkley

By

R. T. Burns
Assistant Vice President

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BASIC AGREEMENT

EXHIBIT C

POINTS OF CONNECTION, TRAFFIC RECORDING,
IDENTIFICATION AND OPERATOR FUNCTIONS

EFFECTIVE AS OF JANUARY 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT)
dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELE-
GRAPH COMPANY and GENERAL TELEPHONE COMPANY OF FLORIDA.

<u>GENERAL TELEPHONE COMPANY EXCHANGES</u>		<u>BELL COMPANY LATA</u>	<u>POINTS OF CONNECTION</u> <u>V/H Coord. DESCRIPTION</u>
Bartow	New Port Richey	Not associ- ated with Bell LATA.	No IntraLATA connection with Southern Bell.
Bradenton	North Port		
Clearwater	Palmetto		
Englewood	Plant City		
Frostproof	Polk City		
Haines City	St. Petersburg		
Hudson	Sarasota		
Indian Lakes	Tampa		
Lakeland	Tarpon Springs		
Lake Wales	Venice		
Mulberry	Winter Haven		
Myakka	Zephyrhills		

Routing of Intra-Market area traffic not associated with Bell LATA is

General Telephone Company will perform or cause to be performed the
recording, identification and operating functions required for handling the
traffic covered by this Agreement or Annexes thereto.

Executed this 18th day of April, 1984.

Witness:

GENERAL TELEPHONE COMPANY OF FLORIDA

Beverly Y. Menard

By

James B. Price
Vice President - Revenue Requirements

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH
COMPANY

Ann Barkley

By

R. T. Burns
Assistant Vice President

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ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and GTE FLORIDA, INC., a corporation under the laws of the State of Florida, herein called GTE, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of GTE under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by GTE. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. GTE EXCHANGES

The exchanges of the GTE system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to GTE and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

IV. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 20th day of December, 1988.

Witness:

GTE FLORIDA, INC.

Shady R. Adair

By Beverly Y. Menard
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By AB Sullivan
Assistant Vice President

ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988 between GTE FLORIDA, INC., hereinafter called GTE, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which GTE is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of monthly cost separation studies.

I. METHOD OF COMPENSATION

- A. GTE and Southern Bell shall receive on a monthly basis as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool an amount equal to:
1. The portion of expenses and taxes applicable to IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less
 2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool's net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services; plus construction of GTE; plus
 3. An amount to give GTE the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the achieved return on the average statewide Private Line pool's net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.
8. No later than three (3) working days prior to the end of the current month, GTE will furnish Southern Bell:
1. Preliminary estimates of Intrastate IntraLATA/Intra-Market Area Interexchange Private Line billed revenues and compensation for the current month;
 2. Revision of the first prior month's estimate of billed revenues and compensation including computations;

3. Final Report - Detail of the second prior month's billed revenues and final compensation; and
 4. Statements reflecting the net effect of 1, 2, and 3 above.
- C. Each month Southern Bell will furnish to GTE:
1. A preliminary compensation ratio no later than four (4) working days before the close of the data month;
 2. A revised preliminary compensation ratio no later than ten (10) working days after the close of the data month; and
 3. A final compensation ratio no later than fifty (50) calendar days after the close of the data month being finalized.
- D. Compensation (calculated in accordance with A, B, and C above) from one party to the other shall be made monthly. Such payments shall be in full settlement of obligations of the parties to each other.
- E. In order for compensation between and booking by the parties compensation ratio (return) and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other on mutually agreeable schedules monthly, quarterly and annual data and/or forecasts including but not limited to investment (primary account), expense (account), tax items, billing units and traffic usage data. Schedules for the exchange of data and/or forecasts will be as shown in this Annex, but may be modified at anytime during the year by agreement of both parties.
- F. Uncollectible revenues, as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the billing company. Documented fraud, will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of monthly studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Modifications if agreed to by both parties may be incorporated into the study.
- B. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.
- C. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone services will be excluded from compensation under this Annex.

III. MONTHLY SETTLEMENT STUDY PROCEDURES

- A. The procedures shall be consistent with applicable provisions of GTE's Separations and Settlements practices. Southern Bell's monthly studies will be prepared in a manner consistent with applicable provisions of Southern Bell's separation procedures.
- B. The procedures cover the details of preliminary, revised and final monthly study preparation including scheduling and provision of all basic investment, expense and traffic separations studies.

IV. RIGHT OF REVIEW

- A. Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made upon completion of the study. Reviews may be made during compilation as mutually agreed between the two parties.

V. SYSTEM OF ACCOUNTS

- A. Separations procedures which are used in cost studies covered by this Annex are based on the premise that the parties books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. GTE and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission (FPSC).

VI. STATE REGULATORY MATTERS

- A. From time to time, the Florida Public Service Commission (FPSC), after due process, may issue orders relating to generic matters that direct all Florida telephone companies to make changes that affect Intrastate IntraLATA/Intra-Market Area investment, revenue, expense, or tax items. In addition, the FPSC may issue orders that direct certain Florida telephone companies to adjust Intrastate IntraLATA/Intra-Market Area investment, revenue, expense or tax items in settlements. Compensation between GTE and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the FPSC.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers this 20th day of

Witness:

GTE FLORIDA, INC.

Grady R. Blair

By Beverly Y. Menard
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Gerathy Bennett

By [Signature]
Assistant Vice President

AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein call "Southern Bell", and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Gulf", sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities associated with IntraLATA/Intra-Market toll services (including Private Line ("PL") services, Message Telecommunication Service ("MTS"), Wide Area Telecommunication Service ("WATS") and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida Public Service Commission ("FPSC") or the Federal Communications Commission ("FCC") from time to time. These services and facilities include only those facilities and services jointly agreed to by the parties and provided by Southern Bell to Gulf, provided by Gulf to Southern Bell, and these provided individually and combined by agreement of the parties to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the toll portion of IntraLATA/Intra-Market Area telecommunication, including operator, switching and transmission facilities. Excluded are all other telecommunication services and facilities.

The Gulf exchanges are listed in Exhibit C to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replace all existing Agreements between the companies or their respective predecessors, covering provision of telecommunication services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its system in accordance with accepted industry standards for service and blockage as specified in Section 6.5.7 of the BellSouth and the National Exchange Carrier Association interstate access tariffs so that good service shall be furnished at all times and each will furnish adequate facilities therefor.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists' acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY OR COPYRIGHTED INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, alphabetical customer listing information, computer programs and other software or documentation ("Proprietary or Copyrighted Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered

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by the provisions of this Section must be specifically designated as Proprietary or Copyrighted Information. Such Proprietary or Copyrighted Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation including alphabetical listings of names, addresses and telephone numbers to be used for the provision of directory assistance in conducting local exchange telephone business ("Proprietary or Copyrighted Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating company and, when in tangible form, shall be returned upon request. Unless any such Proprietary or Copyrighted Information was previously known to the other company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other company, or is explicitly agreed to in writing not to be regarded as confidential, it:
(a) shall be held in confidence by the receiving company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by Southern Bell and Gulf. Neither company shall disclose, disseminate or release any such Proprietary or Copyrighted Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither company shall be held liable for any errors or omissions in any Proprietary or Copyrighted Information disclosed or furnished to the other company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other company's use of any such Proprietary or Copyrighted Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one company to the other company for the use of any Proprietary or Copyrighted Information covered by this Agreement or any of its Annexes.
- C. In addition, each company agrees to give immediate notice to the other company of any demands to disclose or provide Proprietary or Copyrighted Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary or Copyrighted Information. Under such circumstances, each company agrees to cooperate in seeking reasonable protective arrangements requested by the other company.

- D. In the event either company discloses, disseminates or releases any Proprietary or Copyrighted Information received from the other company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other company may refuse to provide any further Proprietary or Copyrighted Information previously provided to such company; such refusal to provide further Proprietary or Copyrighted Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the company whose Proprietary or Copyrighted Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary or Copyrighted Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary or Copyrighted Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary or Copyrighted Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either company has a legal obligation independent of this Agreement to provide to the other company shall not be considered Proprietary or Copyrighted Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the parties and the provision of certain reports and information in connection with the provision of facilities and services hereunder and administration of this Agreement. Also, each party to the Agreement shall provide to the other party the data in sufficient detail reasonably necessary to meet the other party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any party, such

party may condition furnishing such information upon the other party's agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder, provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI
OPERATIONS OTHER THAN REGULATED BASIC EXCHANGE SERVICE, JOINT
EXTENDED AREA SERVICE, INTRALATA TOLL AND
INTEREXCHANGE ACCESS SERVICES

Operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service, the joint provision of carrier access to and from the InterLATA network and the joint provision of facilities for IntraLATA toll used for the transmission of intelligence by telephone for hire shall be excluded from this Agreement. Such operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service, paging and joint venture arrangements with interexchange and cellular carriers. In the event either party to this Agreement enters into any such operations all facilities, messages, usage, expense and investment will be excluded from any pooling or other type compensation arrangement between the parties.

SECTION VII
COMPLIANCE MONITORING

Either party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annex attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data, and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or facilities provided by the owner, in addition to those otherwise required by the procedures and standards set forth in this Agreement, upon seven (7) days' written notice by the non-owner to the owner unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the parties agree to a different period.

SECTION VIII
COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION IX
BILLING ARRANGEMENTS

Each month, Southern Bell will prepare and remit to Gulf statements, which shall include Southern Bell and Gulf data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION X
TERMINATION

This Agreement, except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto, may be terminated by either company on thirty (30) days written notice to the other company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

SECTION XI
DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of compensation required pursuant to any Annex hereto, or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XII
ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIII
INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement, except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or independent contractors in connection with the indemnifying party's provision of facilities, or the other party's provision of facilities to the indemnifying party, under this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit or demand if the indemnifying party has not approved the settlement in advance, unless the indemnifying party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed to assume such defense.

The owner agrees with respect to facilities and services provided hereunder to the non-owner to indemnify and save the non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees, on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors under Workers' Compensation or similar statutes. The owner agrees to defend any such suit brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two years of the accrual of the cause of action for indemnity.

SECTION XIV
NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either company may from time to time specify by written notice to the other.

SECTION XV
GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with the law of the State of Florida.

SECTION XVI
SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be affected thereby and shall continue in full force and effect.

SECTION XVII
AMENDMENTS; WAIVERS

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

GULF/SOUTHERN BELL
FLORIDA
BASIC, 11-05-89
Page 9 of 9

IN WITNESS WHEREOF, the parties have caused this Agreement to be
signed by their duly authorized officers on this 19th day of
October , 1989 .

Witness:

GULF TELEPHONE COMPANY

Sean D. Stevens

By John A. Vangel
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By C. M. McElroy Jr.
Assistant Vice President
for

000340

BASIC AGREEMENT

EXHIBIT A

ANNEX TABLE OF CONTENTS

Effective November 5, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service

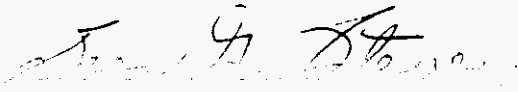
Annex XI - Accounting Services


Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services

Executed this 19th day of October, 1989.

Witness:

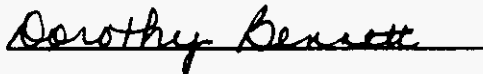
GULF TELEPHONE COMPANY




Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



By 
Assistant Vice President

000341

BASIC AGREEMENT

EXHIBIT B

DEFINITIONS

Effective November 5, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to provider covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by the appropriate regulatory body.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means Southern Bell or Gulf or both, as the context shall require.
10. COMPENSATION is the amount of money due from Southern Bell to Gulf or from Gulf to Southern Bell for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects, taxes.
14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on Gulf's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Southern Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by Gulf will be handled in the study consistent with the recording on Gulf's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District
20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.
25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
26. LOCAL COMPANY is the company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both Southern Bell and Gulf, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of Gulf.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means Southern Bell or Gulf or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the company in which the central office switching facilities (dial tone) for an FX are located.
51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.


52. The SYSTEM OF SOUTHERN BELL means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by Southern Bell and excluding facilities leased by Southern Bell to others.
53. The SYSTEM OF GULF means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by Gulf and excluding those leased by Gulf to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 19th day of October 1989 .

Witness:

GULF TELEPHONE COMPANY




By 
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



0003818


Assistant Vice President

BASIC AGREEMENT

EXHIBIT C

POINTS OF CONNECTION, TRAFFIC RECORDING,
IDENTIFICATION AND OPERATOR FUNCTIONS

Effective November 5, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

<u>GULF EXCHANGES</u>	<u>BELL LATA</u>	<u>POINTS OF CONNECTION</u>	
		<u>V/H COORD.</u>	<u>DESCRIPTION</u>
Keaton Beach Perry	Not Associ- ated with Bell Lata.	No IntraLATA connection with Southern Bell.	

Routing of Intra-Market Area traffic not associated with Bell LATA is the responsibility of Gulf.

Gulf will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto.

Executed this 19th day of October, 1989.

Witness:

GULF TELEPHONE COMPANY

Sean B. Stevens

By

John H. Vanger
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By

B. B. B. B. B.
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 12, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

This Supplement is issued to recognize the addition of Annexes XXIV, XXVIII and XXIX, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex III - Intrastate Joint Access Revenue Distribution
- Annex IV - Intrastate Joint Access Revenue Distribution
- Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

- Annex XXIV - Distribution of Intrastate Revenue and Usage Information
for Feature Group A Access Services
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange
Private Line Services
- Annex XXIX - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed this 12th day of October, 1988.

Witness:

[Signature]

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by the appropriate regulatory body.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

000352

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)
20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.
25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.
26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the customer's line is connected to the local exchange main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.
51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 26th day of July 19 88 .

WITNESS:

[Signature]

GULF TELEPHONE COMPANY

By

[Signature]
President

WITNESS:

[Signature]

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000358

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT
REVISED
EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective December 1, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION	
		V & H. Coord.	Description
Keaton Beach and Perry	Jacksonville	Interconnection facilities from exchanges of Gulf Telephone Company are provided via ALLTEL, Florida, Inc. The point or points of interconnection between Gulf, ALLTEL and Southern Bell coincide with actual ownership, as follows:	
		7859;1529	1.) Midpoint between Gulf's microwave tower at Perry and ALLTEL's microwave tower at Mayo.
		7761;1437	2.) Midpoint between ALLTEL's microwave tower at White Springs and Bell's micro-

Executed this 13th day of February, 1987.

Witness:

Tom S. Thomas

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Am Barkley

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000359

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 20, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

This Supplement is issued to recognize the addition of Annex XIX, Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Interstate Access Revenue Distribution Not applicable.
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

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- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed this 20th day of October, 1986.

Witness:

GULF TELEPHONE COMPANY

Dean D. Stearns

By

[Signature]
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Barkley

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective March 30, 1985

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex III - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service Not applicable.
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services

Executed this 22nd day of March, 1985.

Leon S. Steiner

GULF TELEPHONE COMPANY

By

BTG
President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By

JT Lytle
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective March 30, 1985

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Keaton Beach	All points	Recording and identification functions except 0+, 0- and 1+ from 4-pty customers (ONI).
Perry	All points	Recording and identification functions except 0+, 0- and 1+ from 4-pty customers (ONI).

Executed this 22nd day of March, 1985.

Witness:

Tom G. Steiner

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By

[Signature]
Assistant Vice President

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AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities associated with IntraLATA/IntraMarket toll services (including Private Line ("PL") services, Message Telecommunication Services ("MTS"), Wide Area Telecommunication Service ("WATS"), and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida State Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the Independent Company, those provided by the Independent Company to the Bell Company, and those individually provided and combined to establish a common service or individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for origination and termination of interexchange telecommunication, and the toll portion of IntraLATA/IntraMarket telecommunication services, including operator, switching and transmission facilities. Excluded are all non-telephone company operations.

The Independent Company exchanges that are connected by the Bell Company - Independent Company IntraLATA network solely through connection with the IntraLATA system of the Independent Company are listed in Exhibit C of this Agreement. The method of handling message recording, identification and operator functions is listed in Exhibit D to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of Telecommunication

services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its joint system so that good service shall be furnished at all times and each will furnish adequate facilities therefor.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary Information") of one party that is furnished or available or otherwise disclosed to the other

party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary Information. Such Proprietary Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it:
 - (a) shall be held in confidence by the receiving Company and its employees, contractors or agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company or the other Company for the use of any Proprietary Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide proprietary information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.

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- D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided to such Company; such refusal to provide any further Proprietary Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary Information so disclosed may be unique, valuable and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information

hereunder; provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service, IntraLATA toll service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone by hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII COMPLIANCE MONITORING

Either Party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annex attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data, and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or facilities provided by the owner, in addition to those otherwise required by the provisions of this Agreement, upon seven (7) days written notice by the non-owner, unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the Parties agree to a different period.

SECTION VIII COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION IX
BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the Independent Company statements, which shall include the Bell Company and the Independent Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION X
TERMINATION

This Agreement, except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto, may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

SECTION XI
DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of Compensation required pursuant to any Annex hereto, or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XII
ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIII
INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement, except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each Party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the Indemnifying Party or its agents or independent contractors in connection with the Indemnifying Party's provision of Facilities, or the other Party's provision of Facilities to the Indemnifying Party, under this Agreement. The Indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury, or liability. The Indemnifying Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party of any claim, lawsuit or demand if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing and has failed to assume such defense.

The owner agrees with respect to Facilities and services provided hereunder to the non-owner to indemnify and save the Non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors under Worker's Compensation or similar statutes. The owner agrees to defend any such suit brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two (2) years of the accrual of the cause of action for indemnity.

SECTION XIV NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

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SECTION XV
GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with the law of the State of Florida.

SECTION XVI
SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be effected thereby and shall continue in full force and effect.

SECTION XVII
AMENDMENTS; WAIVERS

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to
be signed by their duly authorized officers on the 6 day of
January, 19 84.

Witness:

GULF TELEPHONE COMPANY

[Signature]

By

[Signature]

President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

[Signature]

By

[Signature]

Assistant Vice President

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EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

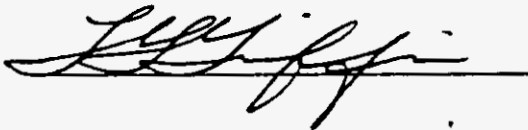
- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service Not applicable.
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

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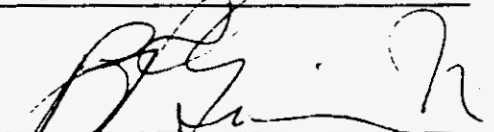
- Annex XII - Exchange Access Facility Lease Not applicable.
Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
Annex XIV - E911 Not applicable.
Annex XV - Access Service Provisioning
Annex XVI - Number Services Not applicable.

Executed the 6th day of January, 1984.

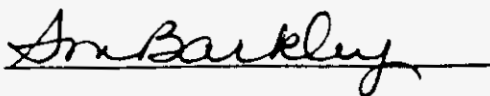
Witness:




GULF TELEPHONE COMPANY

By 
President and General Manager

Witness:



SOUTHERN BELL TEL. & TEL. COMPANY

By 
Assistant Vice President

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EXHIBIT B

DEFINITIONS

- Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICS) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY means an exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange has the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book

Costs." Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
20. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.
22. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication between two or more local exchange areas.
24. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.
25. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

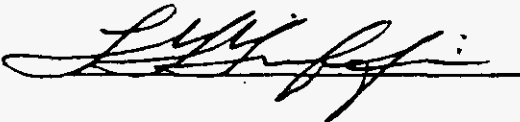
26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.
31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
32. MESSAGE RECORDING is the recording and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person to person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station.
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. TOLL CALLING CARD MESSAGES will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid."
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a or impracticable to collect.

Executed this 6th day of January, 19 84.

Witness:

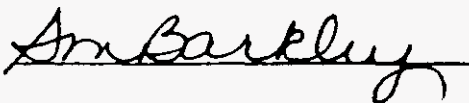


GULF TELEPHONE COMPANY

By

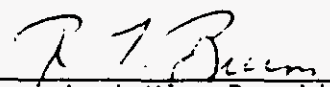

President and General Manager

Witness:



SOUTHERN BELL TEL. AND TEL. COMPANY

By


Assistant Vice President

000381

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINTS OF CONNECTION</u>
Keaton Beach	Jacksonville	Jacksonville	Interconnection facilities from exchanges of Gulf Telephone Company will be provided by North Florida Telephone Company. The point or points of interconnection between Gulf and North Florida Telephone Company will coincide with actual ownership.
Perry	Jacksonville	Jacksonville	

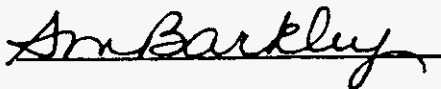
Witness:

GULF TELEPHONE COMPANY

By


President and General Manager

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By


Assistant Vice President

000382

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Keaton Beach	All points	Recording and identification functions.
Perry	All points	Recording and identification functions.

Executed this 6th day of January, 19 84.

Witness:

GULF TELEPHONE COMPANY

[Signature]

By

[Signature]
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

[Signature]

By

[Signature]
Assistant Vice President

000383

SUPPLEMENT NO. 5
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
AMENDMENT

In order to implement meet point billing for Intrastate Feature Group C, Feature Group D and Directory Assistance Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and GULF TELEPHONE COMPANY (hereinafter "Gulf") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 as follows:

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing an access customer for the above specified jointly provided access services. This previously existing method of billing, known as "end office billing", required the "end office company" to bill for the jointly provided access services based on its intrastate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex III. The implementation of meet point billing will terminate this sharing of revenues and existing billing arrangements.

II. STANDARDS

The parties to this Amendment agree to abide by the terms and conditions of the Multiple Exchange Carrier Billing Standards (MECABS) and the Multiple Exchange Carrier Ordering and Design Standards (MECODS) documents.

III. COMPENSATION

The following procedures shall apply for the remittance of revenues derived from the joint provisioning of intrastate joint access services to access customers for Feature Group C, Feature Group D and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be Single Bill/Single Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. The Initial Billing Company (IBC) shall

compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's intrastate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment Gulf is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and Gulf will render the bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff FCC No. 4. Revenue distribution, where appropriate, shall be performed pursuant to the procedures contained in Attachment 1, which is attached hereto and incorporated herein.

IV. PROVISIONING

Provisioning guidelines and responsibilities for jointly provided

V. COLLECTION PRACTICES AND LEGAL RECOURSE

In the event an access customer fails to pay the Billing Company the entire amount billed where a Single Bill option is used, it shall be the duty and responsibility of the Billing Company to take whatever steps are necessary to collect the unpaid amount(s), including, but not limited to, filing suit against the access customer. However, the Billing Company must obtain the written consent of the non-billing company prior to the initiation of litigation. Division of attorneys' fees and litigation costs will be agreed to by the parties and made part of the written consent prior to filing of the suit. Should the Billing Company recover less than the entire amount billed, the deficiency shall be divided pro rata between the two companies based on each party's percentage of the total bill submitted to the access customer.

VI. TERMS

It is expressly agreed that any and all terms and conditions contained in Annex III or its exhibits or attachments which are inconsistent with or contrary to this Amendment are null and void.

Executed this 17th day of January, 1989.

Witness:

GULF TELEPHONE COMPANY

John A. Vanden

By

J. Belmont
Chairman of the Board of Directors

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

MB

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between GULF TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Attachment describes revenue distribution procedures applicable to those jointly provided Intrastate access services which are "Meet Point Billed" as reflected in the above referenced Amendment. The remittance of access service revenues, billed and collected by one company, to the other company shall be based upon percentages determined under the following procedures:

I. JOINT TRANSPORT

The parties agree that the transport percentages specified in the Exchange Carrier Association (ECA) Tariff F.C.C. No. 4 shall be utilized for the billing to access customers of those jointly provided services specified in the Amendment. These percentages are based upon airline distances between the Meet Point(s), i.e. point of connection(s), connecting locations identified in the ECA F.C.C. No. 4 tariff.

Both parties utilize an intrastate access tariff structure in which charges for interexchange mileage and carrier termination(s) are combined in a single switched access transport rate element. This combined rate structure makes it necessary to weight the airline-based percentages shown in the ECA F.C.C. No. 4 tariff to reflect carrier terminal ownership for revenue sharing purposes. Weighting factors utilized for this purpose are as follows:

<u>Transport Mileage Band</u>	<u>Ratio of CXR Termination to Total</u>	<u>Ratio of Airline Mileage to Total</u>
1-8 miles	.638	.362
over 8-16 miles	.679	.321
over 16-25 miles	.578	.422
over 25-50 miles	.448	.552
over 50-100 miles	.469	.531
over 100-999 miles	.815	.185

Compensation between companies reflecting the weighted percentages as described above shall be made monthly between the parties as appropriate.

II. RECORDING AND MESSAGE PROCESSING

The IBC shall compensate the SBC for recording and message processing, if applicable, according to the SBC's filed tariff charges for the access services performed as reflected in Annex XI, Accounting Services, between the parties.

Executed this 17th day of January, 1989.

Witness:

GULF TELEPHONE COMPANY

John A. Sanga

By

Joe Belton
Chairman of the Board of Directors

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

AB Jones
Assistant Vice President

SUPPLEMENT 4

Issued January 14, 1987

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Gulf Telephone Company, Perry, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1985 through June 30, 1985 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1985 Study Costs	\$ 454,964
1985 Preliminary Settlements	\$ 586,304
Net Due Bell	\$ 131,340

Upon the execution of this supplement Bell will debit the account of Gulf in the amount of \$131,340 in final settlement for Intrastate Access Services for the period January 1, 1985 through June 30, 1985.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Witnessed and signed at Perry, Florida, 1987

WITNESS:

GULF TELEPHONE COMPANY

[Signature]

By

[Signature]
President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By

[Signature]
Assistant Vice President

000389

SUPPLEMENT 3

Issued December 20, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Gulf Telephone Company, Perry, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1984 through December 31, 1984 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>INTERLATA ACCESS</u>
1984 Study Costs	\$1,079,594
1984 Preliminary Settlements	<u>1,150,045</u>
Net Due Bell	\$ 70,451

Upon the execution of this supplement Bell will debit the account of Gulf in the amount of \$70,451 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 5th, February, 1986.

WITNESS:

GULF TELEPHONE COMPANY

Dean G. Stevens

By

[Signature]
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By

[Signature]
Assistant Vice President

000390

SUPPLEMENT NO. 2
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
Effective July 1, 1985

This Supplement replaces Annex III and associated Exhibit A effective January 1, 1984.

This Annex, effective the 1st day of July, 1985, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company and GULF TELEPHONE COMPANY, a Corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate Joint Access Services to Interexchange Carriers over facilities provided by each company within its service area, and shall each share the revenues generated in providing such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;
- B. To specify the facilities and methods used to provide such Joint Access Services; and
- C. To establish the methods and procedures used to distribute the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at a point or points of connection included in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.
- B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them.

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Access Services provided to Interexchange Carriers through facilities not listed in Exhibit C to the Basic Agreement are not subject to the provisions of this Annex.

- C. Each company will plan, design, construct and maintain the facilities within their respective Access Systems as is necessary and proper for the provision of the Access Services covered by this Annex. In providing such Access Services and facilities, each company will adopt and comply with generally acceptable industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

III. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.
- B. The revenue distribution for facilities furnished and services provided under this agreement shall be paid on a monthly basis. The methods and procedures for the provision of data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, shall be as reasonably required by the revenue distribution administrator. Such methods and procedures may be revised by the administrator as required to ensure the timely and proper distribution of revenues covered by this Annex.

IV. AVAILABILITY OF DATA

Each company will keep records of its transactions relating to the provision of Intrastate Joint Access Services in sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of the company's reported revenues and of the investment and expense data underlying the compensation amounts provided hereunder. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts provided under this Annex.

V. TERM

This Annex shall become effective on the date first written and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other party thirty (30) days written notice thereof.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 30th day of August, 19 85 .

Witness:

Sean B. Stevens

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. CO.

By

[Signature]
Assistant Vice President

000393

EXHIBIT A
BASIS OF COMPENSATION
INTRASTATE JOINT ACCESS SERVICES
Effective July 1, 1985

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between GULF TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

- I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.
- II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.
- III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:
 - A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:
 1. Switched Access;
 2. Special Access;
 3. Billing and Collecting; and
 4. Directory Assistance
 - B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:
 1. All or part of Local Transport;
 2. Recording of Intrastate InterLATA Messages; and
 3. Message processing of Intrastate InterLATA Messages.

000394

C. The End Office Company will retain all revenues billed for Intrastate Access Services and will compensate the POP Company as more specifically set forth in Attachments to this Exhibit.

IV. DATA REPORTING. Each party shall furnish to the other such information as may be required for monthly revenue accumulation, billing and statistical purposes. Monthly, if not more frequently, each party will furnish actual data, including, but not limited to, originating and terminating Intrastate InterLATA minutes of use, Intrastate InterLATA recorded messages and Intrastate InterLATA billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 30th day of August, 19 85 .

Witness:

Dean E. Stevens

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

[Signature]

SOUTHERN BELL TEL. & TEL. CO.

By

[Signature]
[Illegible Title]

000395

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the EXHIBIT A, BASIS OF COMPENSATION, INTRASTATE JOINT ACCESS SERVICES, effective July 1, 1985 between GULF TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following compensation amounts shall apply for the provision of Intrastate Joint Access Services to Interexchange Carriers.

I. JOINT LOCAL TRANSPORT

Does not apply.

II. RECORDING AND MESSAGE PROCESSING

The End Office Company shall compensate the other Company for recording and message processing, if applicable according to the amounts reflected in Exhibit B to Annex XI.

III. OTHER SERVICES PROVIDED BY BELL

Operator Services and associated message recording and processing functions for all Gulf Telephone Company exchanges will continue to be furnished by Southern Bell at Jacksonville under the provisions of Annex IX (Operator Services) and Annex XI (Accounting Services), respectively.

Executed this 8th day of October, 1985.

Witness:

Clara S. Miller

GULF TELEPHONE COMPANY

By

President

Witness:

[Signature]

SOUTHERN BELL TEL. & TEL. CO.

By

Assistant Vice President

000396

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company. This Exhibit is made in order to more clearly define the rights and obligations of the parties under Annex III, Intrastate Access Revenue Distribution between them effective January 1, 1984 and to discharge all such obligations to each other as soon as practicable after July 1, 1985, as specifically provided below.

I. GENERAL PROVISION

- A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.
- B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.
- C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

- A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:
 - 1. Settlement adjustments shall be made quarterly on the first work day of January, April and July, 1986. Each such settlement adjustment shall include all the adjustment items, not previously included in a settlement or settlement adjustment, for which the parties have agreed, by the 15th day of the preceding month, that a settlement adjustment was required under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits.

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2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.
 3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.
- B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

All settlement adjustments discovered prior to June 30, 1986 to which the parties are entitled under Annex III effective January 1, 1984 shall be made by the parties, in accordance with Section II.8. above, except as specifically provided below:

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using the separations principles and procedures as incorporated into Parts 67 and 69 of the Federal Communications Commission's Rules and Regulations and as amended and in effect at the time to which the settlement or settlement adjustment relates. Other modifications if agreed to by both parties may be incorporated into the study.

V. REVIEW PROCEDURES

The Bell Company and the Independent Company shall have the right to conduct reviews or audits of relevant supporting detail and documents as necessary and appropriate to give assurance of compliance with the provisions of Annex III effective January 1, 1984 and its Exhibits. Each party, whether or not in connection with a formal review or audit, shall provide the other with reasonable access to relevant data within its possession relating to the determination of settlement and settlement adjustment amounts under this Exhibit.

VI. TERM OF AGREEMENT

All rights, duties and obligations created under this Exhibit shall expire on the first work day of July, 1986.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 30th day of August, 1985.

Witness:

Sean E. Stevens

By

GULF TELEPHONE COMPANY

President

Witness:

Am Barkley

By

SOUTHERN BELL TEL. & TEL. CO.

Assistant Vice President

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ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate Access Services are defined as including Switched Access, WATS Access, Private Line Station Terminations, Directory Assistance and Billing and Collecting which are furnished in whole or in part by the system of the Independent Company and are furnished under intrastate tariffs filed by the Bell Company and concurred in by the Independent Company. Intrastate Access Services subject to this Agreement are identified in Southern Bell's Florida Access Service Tariff.

When Independent-to-Independent (I-I), Bell-to-Independent (B-I), Independent-to-Bell (I-B), or Bell-to-Bell (B-B) access traffic ceases to be furnished under the statewide uniform access rate schedules identified above such traffic will cease being covered by this Annex.

II. INDEPENDENT COMPANY EXCHANGES

The exchanges of the Independent Company system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

The Bell Company and Independent Company will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

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IV. ROUTING OF TRAFFIC

The traffic interchanged under this Annex will be routed as indicated in Exhibit C. Changes in routing shall be agreed upon in writing by the parties before becoming effective.

V. TRAFFIC RECORDING AND IDENTIFICATION

The recording and identification functions required to provide access services specified hereunder shall be performed as shown in Exhibit D of the Basic Agreement.

VI. MONTHLY COMPENSATION

Each party will collect all charges payable by its interexchange customers for Access Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection of the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by the Bell Company to the Independent Company and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

VII. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VIII. DEFAULTS OR VIOLATIONS

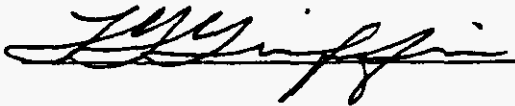
If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

IX. TERM OF ANNEX

This annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the Parties.

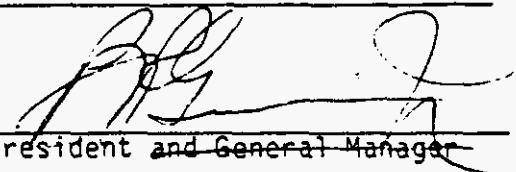
IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 6th day of January, 19 84 .

Witness:



GULF TELEPHONE COMPANY

By


President and General Manager

Witness:



SOUTHERN BELL TEL. & TEL. COMPANY

By

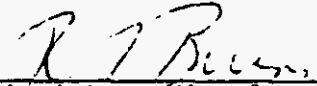

Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTRASTATE ACCESS REVENUE DISTRIBUTION ANNEX, dated January 1, 1984, between GULF TELEPHONE COMPANY, hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

Compensation amounts which the Independent Company is to receive for its participation in the handling of Intrastate Access Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. The Independent Company will report all revenues for Intrastate Access services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:
 - 1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures as defined in Section II of this Exhibit; plus
 - 2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less
 - 3. The intrastate access portion of the interest charged construction of the Independent Company; plus
 - 4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to intrastate access services as the pool's achieved return on the average net book costs of property devoted to intrastate access services.
- B. Within ten (10) working days following the close of a calendar month, the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:
 - 1. Intrastate access revenues defined herein billed by the Independent Company; less

2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to the Bell Company as of five (5) working days prior to the end of the month. These elements will be reviewed with the Independent Company prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units, and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year; however, the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues, as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Billing Company. Documented fraud, responsible company returns not complete and not in standard format and ICS messages will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 67 and Part 69 of the FCC Rules and Regulations, as modified by the most recent USITA/AT&T Joint Reports. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.

- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Traffic separations factors shall be based on traffic studies of seven (7) calendar days duration. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.
- D. The Surtax Exemption shall be allocated between toll and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of Companies for Federal Income Taxes, the effect of the lower tax rate will be allocated between the affiliates, both telephone operating and non-operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.
- If the consolidated group includes twenty-five (25) or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.
- E. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Agreement.

III. SEPARATIONS STUDIES REVISIONS

- A. The Independent Company shall prepare revised separation studies annually. Such studies shall be completed under normal circumstances within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.
- B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B, the following settlement adjustments shall be applicable:

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth ($1/12$) for each month the study is delayed, starting with the seventh (7th) month following the close of the study period; and
2. Any retroactive compensation amount due the Bell Company shall be increased each month, beginning with the seventh (7th) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth ($1/12$) of the annual study rate of return.

If the Bell Company failed to meet its obligations:

1. Any retroactive compensation amount due the Bell Company shall be reduced one-twelfth ($1/12$) for each month the study is delayed, starting with the tenth (10th) month following the close of the study period; and

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2. Any retroactive compensation amount due the Independent Company shall be increased each month, beginning with the tenth (10th) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Independent Company books are maintained in accordance with the Uniform System of Accounts, as prescribed by Part 31, FCC Rules and Regulations for Class A & B telephone companies. The Independent Company and the Bell Company books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of generally acceptable industry standard accounting procedures in areas such as delayed retirements, station accounting studies, etc., the Bell Company's procedures or other mutually acceptable procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

The Independent Company shall furnish its cost studies annually in a format (magnetic tapes or a suitable alternative) suitable for processing through the Bell Company's mechanized cost study analysis systems. Output of these systems shall be made available to the Independent Company to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between the Independent Company and the Bell Company reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed this 6th day of January, 1984.

Witness:

GULF TELEPHONE COMPANY

[Signature]

By

[Signature]

President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Am Bartley

By

R. T. Ream

Assistant Vice President

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SUPPLEMENT NO. 2
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 16, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of November 5, 1989, between Gulf Telephone Company and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1990 through December 31, 1990 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1990 Study Costs	\$36,655
1990 Preliminary Settlements	\$27,480
Net Due Gulf	\$ 9,175

Upon the execution of this supplement Bell will credit the account of Gulf in the amount of \$9,175 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 22nd day of October, 1991.

Witness:

GULF TELEPHONE COMPANY

Evan G. Stevens

By J. A. Vanglen
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By WC Santh
Assistant Vice President

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SUPPLEMENT NO. 1
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 21, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of November 5, 1989, between Gulf Telephone Company and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1989 through December 31, 1989 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1989 Study Costs	\$27,786
1989 Preliminary Settlements	19,800
Net Due Gulf	\$ 7,986

Upon the execution of this supplement Bell will credit the account of Gulf in the amount of \$7,986 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 1st day of October, 1990.

Witness:

GULF TELEPHONE COMPANY

Alan S. Stinson

By Shirley
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By C. J. [Signature] Jr.
Assistant Vice President

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ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Gulf", sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of Gulf under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Gulf. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. GULF EXCHANGES

The exchanges of the Gulf system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to Gulf and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

IV. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 19th day of October, 1989.

Witness:

GULF TELEPHONE COMPANY

John D. Stevens

By John A. Langlois
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By John A. Langlois, Jr.
Assistant Vice President

ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective November 5, 1989

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, effective November 5, 1989, between GULF TELEPHONE COMPANY, hereinafter called "Gulf", and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Southern Bell".

Compensation amounts which Gulf is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

A. Gulf shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less
2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Gulf; plus
3. An amount to give Gulf the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.

B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Gulf a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Gulf; less

2. The net of Gulf's compensation as determined in A.1. through A.3. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to Southern Bell as of five (5) working days prior to the end of the month. These elements will be reviewed with Gulf prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of Gulf. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

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- D. The Surtax Exemption shall be allocated between state, interstate and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of affiliated companies for Federal Income Taxes, the affect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 1402, Investments in Nonaffiliated Companies, will be treated as an operating investment for compensation purposes if Gulf petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Accounts 7510 through 7540, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of Account 1402.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISION

- A. Gulf shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within six (6) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, Gulf and Southern Bell shall establish a schedule for the exchange of data required to enable Gulf to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise Gulf within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If Gulf failed to meet its obligations:

1. Any retroactive compensation amount due Gulf shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due Southern Bell shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If Southern Bell failed to meet its obligations:

1. Any retroactive compensation amount due Southern Bell shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and
2. Any retroactive compensation amount due Gulf shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Gulf books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Gulf and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of mutually agreeable Gulf accounting procedures in areas such as delayed retirements, station accounting studies, etc. Southern Bell's procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

Gulf shall furnish its cost studies annually in a format (magnetic tapes or an equivalent method) suitable for processing through Southern Bell's mechanized cost study analysis systems. Output of these systems shall be made available to Gulf to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between Gulf and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed this 19th day of October, 1989.

Witness:

GULF TELEPHONE COMPANY

Lucas G. Stevens

By John A. Vanecko
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 30, 1989

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Gulf Telephone Company and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1988 through December 31, 1988 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1988 Study Costs	\$18,479
1988 Preliminary Settlements	\$ 0
Net Due Gulf	\$18,479

Upon the execution of this supplement Bell will credit the account of Gulf in the amount of \$18,479 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 15th day of September, 1989.

WITNESS:

Frank D. Stevens

GULF TELEPHONE COMPANY

By *John H. Vaughan*
Vice President

WITNESS:

Bertha Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By *[Signature]*
Assistant Vice President

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ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called Gulf, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of Gulf under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Gulf. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. GULF EXCHANGES

The exchanges of the Gulf system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

Southern Bell and Gulf will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to Gulf and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

V. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VI. DEFAULTS OR VIOLATIONS

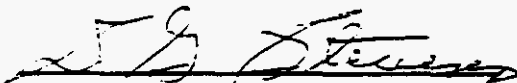
If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated pursuant to Section VI or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

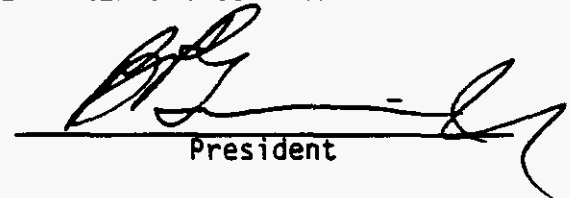
IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 26th day of July, 1988.

Witness:

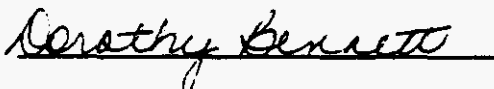


GULF TELEPHONE COMPANY

By


President

Witness:



SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By


Assistant Vice President

ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988, between GULF TELEPHONE COMPANY, hereinafter called Gulf, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Gulf is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. Gulf shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:
 - 1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less
 - 2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Gulf; plus
 - 3. An amount to give Gulf the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.
- B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Gulf a statement of preliminary compensation for that month reflecting the net of:
 - 1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Gulf; less

2. The net of Gulf's compensation as determined in A.1. through A.3. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to Southern Bell as of five (5) working days prior to the end of the month. These elements will be reviewed with Gulf prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of Gulf. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.
- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

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- D. The Surtax Exemption shall be allocated between state, interstate and local based upon the distribution of approximate net taxable income. When a consolidated return is filed for a group of affiliated companies for Federal Income Taxes, the affect of the lower tax rate will be allocated between the affiliates, both telephone operating and non operating, that are included in the consolidated return. Such allocation shall be based on the net taxable income of each affiliate.

If the consolidated group includes twenty-five or more affiliates, the sizes of operation are compatible, or the net difference would not produce a significantly different settlement effect from that produced by using net taxable income, it is agreed that the number of affiliates may be used to allocate the effect of the lower tax rate.

- E. Rural Telephone Bank Class B stock included in Account 1402, Investments in Nonaffiliated Companies, will be treated as an operating investment for compensation purposes if Gulf petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Accounts 7510 through 7540, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of Account 1402.
- F. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Annex.

III. SEPARATION STUDIES REVISION

- A. Gulf shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within six (6) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, Gulf and Southern Bell shall establish a schedule for the exchange of data required to enable Gulf to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise Gulf within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If Gulf failed to meet its obligations:

1. Any retroactive compensation amount due Gulf shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and
2. Any retroactive compensation amount due Southern Bell shall be increased each month, beginning with the seventh (7) month, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If Southern Bell failed to meet its obligations:

1. Any retroactive compensation amount due Southern Bell shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the tenth (10) month following the close of the study period; and
2. Any retroactive compensation amount due Gulf shall be increased each month, beginning with the tenth (10) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Gulf books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Gulf and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

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In the absence of mutually agreeable Gulf accounting procedures in areas such as delayed retirements, station accounting studies, etc. Southern Bell's procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

Gulf shall furnish its cost studies annually in a format (magnetic tapes or an equivalent method) suitable for processing through Southern Bell's mechanized cost study analysis systems. Output of these systems shall be made available to Gulf to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between Gulf and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed the 26th day of July, 1988.

Witness:

GULF TELEPHONE COMPANY

E. B. Stevens

By

[Signature]
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President

000425

ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION
FOR INTRASTATE INTRALATA TOLL SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and GULF TELEPHONE COMPANY, a corporation organized under the laws of the State of Florida, (herein called "Gulf"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntraLATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

- A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and
- B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

Intrastate IntraLATA Toll Services are defined for the purpose of this Annex as including (1) IntraLATA Message Telecommunication Services (MTS), (2) Wide Area Telecommunication Service (WATS), and (3) 800 Service which are furnished in part by the system of Gulf and in part by the system of Southern Bell, and which are furnished under Intrastate IntraLATA toll tariffs filed, or concurred in, by each company.

Private Line Services are not covered under this Annex. LATA-wide or EAEA termination of FGA access traffic is not covered by this Annex.

III. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their respective systems for the exchange of IntraLATA Toll Service traffic at the point or points of connection shown in Exhibit C of the Basic Agreement between the companies. The Toll Service traffic originated and/or terminated under this Annex may be routed through said point or points of connection, as appropriate.

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8. Each company will plan, design, construct and maintain the facilities within their respective systems as is necessary and proper for the provision of the Toll Services covered by this Annex. In providing such services and facilities, each company will adopt and comply with generally accepted industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided. The provisioning of services covered by this Annex shall be as agreed to by the companies in Annex X between them.

IV. ROUTING OF TRAFFIC

The traffic covered by this Annex should be routed as indicated in the Local Exchange Routing Guide (LERG), or by mutual agreement of the companies. Compensation covered herein shall be made based on LERG homing arrangements regardless of individually negotiated exception cases to these arrangements, e.g. high usage trunking, temporary routing changes, alternate routing, etc.

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

The operating functions required to provide IntraLATA Toll Services i.e., recording, identification, and operator handling of Toll traffic, shall be performed as shown in Exhibit D of the Basic Agreement between the companies.

Where one company provides recording functions on behalf of the other company, full message detail shall be provided to the originating company in a manner to permit timely processing of MABC payments.

VI. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.
- B. The compensation for facilities furnished and services provided under that tariff shall be paid on a monthly basis. The methods and procedures for the provision of the data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, are outlined in Exhibit A to this Annex. Such methods and procedures may be revised, in accordance with the appropriate tariff, by mutual consent of the companies as required to ensure the timely and proper exchange of revenues covered by this Annex.

- C. Late charges, defined by the appropriate Florida Access Service Tariff, shall be the responsibility of the paying company.

VII. AVAILABILITY OF DATA

- A. Each company will keep records of its transactions relating to the payment of Modified Access-Based Compensation (MABC) amounts in reasonably sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of MABC payments. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts exchanged under this Annex.
- B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

This Annex shall become effective on the date specified and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other company thirty (30) days written notice thereof. This Annex may be amended from time to time by the companies.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 14th day of September, 1988.

Witness:

Dean P. Hansen

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

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ANNEX XXIX
MODIFIED ACCESS BASED COMPENSATION

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

Attached to and made a part of MODIFIED ACCESS BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, effective January 1, 1988 between GULF TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

Compensation between companies as covered under this Exhibit shall be based on the payment by the sending company to the receiving company and to the intermediate company, if any, of access charges as specified in the intermediate or receiving company's Intrastate Access Service Tariff, Section E16, except that no payments shall be made by a company to itself.

For the purpose of this compensation arrangement, the "sending company" shall be defined as the company in whose service area an IntraLATA MTS or WATS call originates or in whose area an IntraLATA 800 Service call terminates. Similarly, the "receiving company" is the company in whose area an IntraLATA MTS or WATS call terminates or in whose area an 800 IntraLATA Service call originates. The "intermediate company" is defined as the company whose facilities an IntraLATA Toll Service call transits, when such calls neither originate nor terminate in that company's service area.

Each company shall be responsible for making appropriate MABC payments, in full, based on its records of Toll Service Calls processed, to the other company monthly. Payments will be made without regard to payments anticipated or received from the other company.

MABC payments associated with calls for which customer billing has been delayed for circumstances beyond the control of the originating company, will be made when the call is processed for billing purposes.

MABC payments associated with calls for which supporting data is lost or destroyed due to circumstances beyond the control of the sending company will be based on estimated amounts mutually agreed upon between the parties.

II. TARIFF STRUCTURES AND RATES

Each party agrees to file and maintain tariffs, or concur in those tariffs of another party, for IntraLATA MTS, WATS and 800 Service provided on a joint basis to customers. In addition, each party will file and maintain, Section E16, Florida Access Service Tariff, or concur in E16 of another company, which specifies amounts and procedures of MABC compensation.

III. DATA REPORTING

Each party shall furnish to the other such information as may reasonably be required for monthly revenue accumulation and statistical purposes. Monthly, if not more frequently, each party will furnish actual data supporting compensation paid to the other party, including, but not limited to, originating and terminating access minutes of use (as defined in the appropriate Access Services Tariff), associated messages, Busy Hour Minutes of Capacity (BHMOC) and rates. Such data shall be provided individually by terminating end office (or originating 800 Service end office) and reflect the time period associated with minutes of use, billing percentage appropriate to jointly provided local transport, and other supporting detail as appropriate. In addition to detail data, a summary page will be provided reflecting total payments associated with each rate element. As business requirements change, data reporting requirements may be modified as necessary upon mutual consent of the parties.

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

Attempts-per-message and non-conversation time factors may be provided by the intermediate or receiving company to the sending company in writing to be used in the computation of originating access minutes. When provided with sufficient supporting data to be acceptable to the other company, these company-specific factors will be used. In the absence of such company-specific factors, and by mutual agreement of the parties, industry standard factors will be used.

V. JOINTLY PROVIDED TRANSPORT

The Ownership Percentages used for allocating payment of local transport charges between companies, as appropriate, shall be those percentages specified in Annex III, INTRASTATE ACCESS REVENUE DISTRIBUTION between companies. Changes or modifications to such percentages will be provided to all Local Exchange Carriers operating in the LATA by the company providing the tandem function.

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

Payments associated with Busy Hour Minute of Capacity (BHMOC) shall be made based on BHMOC units agreed between the companies, as shown in Attachment 1 to this Exhibit. Such units may be revised, as required, by mutual agreement in writing between the companies.

Approved and executed this 14th day of September , 1988

Witness:

[Signature]

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

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ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between GULF TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Busy Hour Minute of Capacity (BHMOC) units shall apply for MABC payments between companies.

I. For Gulf payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Jacksonville	BLDWFLMA	12	1	13
	FRBHFLFP	12	1	13
	FTGRFLMA	12	1	13
	GCSPFLCN	5	1	6
	JCBHFLMA	12	1	13
	JCBHFLSP	12	1	13
	JCVLFLAR	33	1	34
	JCVLFLAB	12	1	13
	JCVLFLBW	13	1	14
	JCVLFLCL	119	2	121
	JCVLFLFC	29	1	30
	JCVLFLLF	53	1	54
	JCVLFLNO	15	1	16
	JCVLFLOW	15	1	16
	JCVLFLRV	35	1	36
	JCVLFLSJ	33	1	34
	JCVLFLSM	51	1	52
	JCVLFLWC	11	1	12
	LKCYFLMA	12	1	13
	MDBGFLPM	12	1	13
	MNDRFLLO	12	1	13
	MNDRFLLW	18	1	19
	MXVLFLMA	12	1	13
	ORPKFLMA	7	1	8
	ORPKFLRW	4	1	5
	PLTKFLMA	37	1	38
	PMPKFLMA	2	1	3
	PNVDFLMA	12	1	13
	STAGFLBR	2	1	3
	STAGFLMA	5	1	6
	STAGFLSH	11	1	12
	WELKFLMA	11	1	12
	YULEFLMA	5	1	6
Total		646	34	680

II. For Southern Bell payments to Gulf:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>TERM (MTS/WATS)</u>	<u>BHMOc's ORIG (800)</u>	<u>TOTAL</u>
Jacksonville	KNBHFLXA	41	1	42
	PRRYFLXA	<u>1058</u>	<u>33</u>	<u>1091</u>
	Total	1099	34	1133

Executed the 14th day of September, 1988.

Witness:

John P. Feltman

GULF TELEPHONE COMPANY

By

[Signature]
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective August 27, 1990

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC.

This Supplement is issued to reflect Indiantown's assumption of recording functions.

From the effective date of this Exhibit, Southern Bell will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that Indiantown will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Indiantown	All Points	Automatic Number Identification (ANI) and Traffic Recording (LAMA)

Executed this 2nd day of October , 19 90 .

Witness:

INDIANTOWN TELEPHONE SYSTEM

Mary Ann Holt

By

[Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President
for

000434

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. AREA STATION OF ORIGIN shall mean the central office telephone station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by both parties of this Agreement.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange, intralata toll, and access service.
13. EXPENSES assignable to services by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.
17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.
22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.
23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.
25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983), No. 82-952.
26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.

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FLORIDA

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31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the service area designated in applicable tariffs as the mobile service area.
37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

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41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.
51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 22nd day of May 1989.

WITNESS:

[Signature]

INDIANTOWN TELEPHONE SYSTEM

By [Signature]
President

WITNESS

[Signature]

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

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SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 29, 1986

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC..

This Supplement is issued to recognize the addition of Annex XIX, Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services, and is made effective upon execution.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

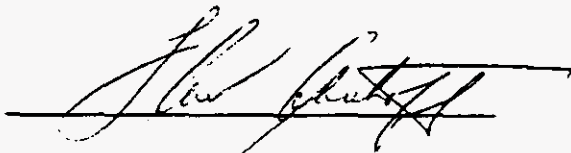
- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service - Not applicable
- Annex VI - Circuit Facility Rental - Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
Annex XIV - E911 Not applicable.
Annex XV - Access Service Provisioning
Annex XVI - Number Services
Annex XIX - Distribution of Interstate Revenue and Usage Information for
Feature Group A Access Services

Executed the 29th day of Oct., 1986.

Witness:

INDIANTOWN TELEPHONE SYSTEM INC.



By


President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY



By


Assistant Vice President

AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATION SERVICES
AND FACILITIES
(BASIC AGREEMENT)

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

This Agreement describes terms and conditions for the provision of certain services and facilities associated with IntraLATA/IntraMarket toll services (including Private Line ("PL") services, Message Telecommunication Services ("MTS"), Wide Area Telecommunication Service ("WATS"), and 800 Service), and with exchange access services and certain local exchange services provided under such tariff as may be in effect with the Florida State Commission or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the Independent Company, those provided by the Independent Company to the Bell Company, and those individually provided and combined to establish a common service or individually provided and combined to establish a common service or network. Included are all facilities used for jointly provided local exchange services, the joint provision of access services for long-distance toll services, and the toll portion of IntraLATA/IntraMarket telecommunication services, including operator, switching and transmission facilities. Excluded are all non-telephone company operations.

The Independent Company exchanges that are connected by the Bell Company - Independent Company IntraLATA network solely through connection with the IntraLATA system of the Independent Company are listed in Exhibit C of this Agreement. The method of handling message recording, identification and operator functions is listed in Exhibit D to this Agreement.

The services and facilities subject to this Agreement and the terms and conditions under which these services and facilities are provided are defined in Annexes, which are included in and made a part of this Agreement. The Annexes that are in effect at a given time are listed in Exhibit A to this Agreement. Definitions of pertinent terms are included in Exhibit B to this Agreement. Except as otherwise noted, this Agreement and attached Annexes replaces all existing Agreements between the Companies or their respective predecessors, covering provision of Telecommunication

services and facilities. As used herein, the term "Agreement" includes this Basic Agreement and all Annexes that are in effect at a given time.

SECTION II METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its joint system so that good service shall be furnished at all times and each will furnish adequate facilities therefor.

With respect to all matters covered by this Agreement, each party shall adopt and comply with recognized industry operating methods and practices and will observe the rules and regulations of lawfully established tariffs applicable to the services provided.

Each party agrees to provide promptly to the other party such information related to the communication services covered by this Agreement as may reasonably be required.

Each party shall take reasonable precautions in the location, construction and maintenance of its facilities to protect against hazard and interference from foreign lines or other sources.

Whenever an Annex to this Agreement specifically defines performance standards, such standards shall govern the services and facilities provided pursuant to such Annex and shall supersede the general provisions of this section.

SECTION III FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil and military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION IV PROTECTION OF PROPRIETARY INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary Information") of one party that is furnished or available or otherwise disclosed to the other

party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary Information. Such Proprietary Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it:
 - (a) shall be held in confidence by the receiving Company and its employees, contractors or agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company or the other Company for the use of any Proprietary Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide proprietary information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.

- D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided to such Company; such refusal to provide any further Proprietary Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the Company whose Proprietary Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary Information so disclosed may be unique, valuable and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary Information.

The provisions of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes.

SECTION V EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information

hereunder; provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI NON-TELEPHONE COMPANY OPERATIONS

Non-telephone company operations are all operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service, IntraLATA toll service and/or carrier access to and from the InterLATA network for the transmission of intelligence by telephone by hire. Such non-telephone company operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service and paging.

SECTION VII COMPLIANCE MONITORING

Either Party to this Agreement shall have the right to visit any facility or service location upon reasonable notice to ensure that the terms of this Agreement or Annex attached hereto are being met. Visitation rights shall include the right to inspect the facilities and, upon thirty (30) days written notice, to perform audits, review worksheets, review performance or service plan data, and review documents used in compensation statement preparation.

The non-owner also shall have the right to specify performance or service tests to be performed on the services or facilities provided by the owner, in addition to those otherwise required by the procedures and standards set forth in this Agreement, upon seven (7) days written notice by the non-owner, unless a different time period is specified.

Upon request, the owner shall furnish a copy of the test results within thirty (30) days of the receipt of the notice requesting the test, unless the Parties agree to a different period.

SECTION VIII COMPENSATION ARRANGEMENTS

Compensation for the services and facilities provided under this Agreement and its Annexes are set forth in the respective Annexes attached hereto.

SECTION IX
BILLING ARRANGEMENTS

Each month, the Bell Company will prepare and remit to the Independent Company statements, which shall include the Bell Company and the Independent Company data necessary for determining revenues and compensation associated with the services and facilities covered by this Agreement and its Annexes. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statements.

SECTION X
TERMINATION

This Agreement, except as otherwise provided herein, will continue in effect until all Annexes to the Agreement have been terminated. Each Annex contains its own termination provision and may be terminated separately. The termination provision of an Annex is controlling when only that Annex or portion thereof is terminated. However, this entire Agreement, including all Annexes hereto, may be terminated by either Company on thirty (30) days written notice to the other Company with or without cause. The termination provision of this paragraph is applicable when the entire Agreement is cancelled.

SECTION XI
DEFAULTS AND VIOLATIONS

If one party to this Agreement defaults in the payment of Compensation required pursuant to any Annex hereto, or violates any other provision of this Agreement or any Annex hereto, and such default or violation shall continue for thirty (30) days after written notice of the default or violation, the other party may terminate the entire Agreement or any Annex or Annexes by written notice.

SECTION XII
ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

SECTION XIII
INDEMNIFICATION

The indemnification provisions of this Section shall apply to all matters arising under this Agreement, except that indemnification or limitation of liability or related provisions contained in other Sections of this Agreement shall be controlling and take precedence over this Section.

To the extent not prohibited by law, each Party shall indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the Indemnifying Party or its agents or independent contractors in connection with the Indemnifying Party's provision of Facilities, or the other Party's provision of Facilities to the Indemnifying Party, under this Agreement. The Indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury, or liability. The Indemnifying Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party of any claim, lawsuit or demand if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing and has failed to assume such defense.

The owner agrees with respect to Facilities and services provided hereunder to the non-owner to indemnify and save the Non-owner harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by persons furnished by the owner or by any of its subcontractors under Worker's Compensation or similar statutes. The owner agrees to defend any such suit brought against the non-owner for any such liability, claim or demand. The non-owner agrees to notify the owner promptly, in writing, of any claims or demands for which it is claimed that the owner is responsible hereunder and to cooperate in every reasonable way to facilitate defense or settlement of claims. The owner shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two (2) years of the accrual of the cause of action for indemnity.

SECTION XIV NOTICE

All written notices required under this Agreement or any of its Annexes shall be given by first class mail postage prepaid to such address as either Company may from time to time specify by written notice to the other.

SECTION XV
GOVERNING LAW

This Agreement and its Annexes shall be governed by and construed in accordance with the law of the State of Florida.

SECTION XVI
SEVERABILITY

If any provision of this Agreement or any provision of any of its Annexes is held invalid, unenforceable or void, the remainder of this Agreement and its Annexes shall not be effected thereby and shall continue in full force and effect.

SECTION XVII
AMENDMENTS; WAIVERS

Neither this Agreement nor its Annexes may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Agreement or any of its Annexes shall be construed as a waiver of such provision or any other rights under this Agreement or any of its Annexes. If one party fails to enforce any provision of this Agreement or any of its Annexes, it is still the responsibility of both parties to continue to comply with all provisions of this Agreement and its Annexes.

By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including ~~Sections or Annexes to this Agreement.~~ Such action shall not constitute a modification or change of any other Section or Annex to this Agreement, unless explicitly stated in such written agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the 5th day of January, 19 84.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Charles L. Dennis

By

Richard M. Bost
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Barkley

By

R. T. Buss
Assistant Vice President

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EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC..

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Annexes:

- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
(Average Schedule) Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service Not applicable
- Annex VI - Circuit Facility Rental Not applicable.
- Annex VII - IntraLATA/Intra-Market Foreign Exchange Service
- Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service
Not applicable.
- Annex IX - Operator Services
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services

Executed the 5th day of January, 1984.

Witness:

Charles L. [Signature]

INDIANTOWN TELEPHONE SYSTEM INC.

By [Signature]
President

Witness:

Am [Signature]

SOUTHERN BELL TEL. & TEL. COMPANY

By [Signature]
Assistant Vice President

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EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC.

For purposes of this Agreement, definitions of specified terms are as follows:

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICS) for interexchange telecommunication.
2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.
3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.
4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.
5. BOOK COSTS assignable to services covered by this Agreement shall include amounts recorded in the books of the companies in Accounts 100.1, 100.2, 100.3, and 100.4. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.
6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.
7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

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8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.
10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.
11. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange has the same meaning as in the traditional regulatory and ratemaking contexts.
12. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by the Independent Company will be handled in the study consistent with the recording on the Independent Company's books.
15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.
16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book

Costs." Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.
19. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
20. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.
21. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.
22. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located.
23. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market area.
24. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.
25. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U.S. District Court for the District of Columbia in U.S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

000457

26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.
28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.
29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.
31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Collect".
32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.
36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

000458

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.
52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.
53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.
54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.
55. TOLL CALLING CARD MESSAGES will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Collect".
56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 5th day of January, 19 84.

Witness:

Charles L. Dennis

INDIANTOWN TELEPHONE SYSTEM, INC.

By Arthur M. Kox
President

Witness:

Sam Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burn
Assistant Vice President

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.
38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.
39. PARTY means the Bell Company or Independent Company or both, as the context shall require.
40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person to person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.
41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.
46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.
47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station.
49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.
50. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>
Indiantown	West Palm Beach	Southeast Florida

POINT OF CONNECTION

V/H COORD:

8149; 0690

DESCRIPTION

A point on State Road 710 at the boundary between the Indiantown-certificated area and the Bell Company's certificated area.

Executed this 5th day of January, 19 84.

Witness:

Charles L. Dumas

INDIANTOWN TELEPHONE SYSTEM, INC.

By

Mr. R. T. M. Perot
President

Witness:

Dr. H. Allen

SOUTHERN BELL TEL. AND TEL. COMPANY

By

R. T. M. Perot
Assistant Vice President

000461

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC.

From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions between the points listed below:

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Indiantown	All Points	Automatic Number Identification (ANI)

Executed this 5th day of January, 1984.

Charles L. ...

By Robert M. ...
President

Witness:

Sam Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. ...
Assistant Vice President

SUPPLEMENT NO. 8

TO
ANNEX III

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Single Bill/Multiple Tariff from Single Bill/Single Tariff, and to allow the end office company to perform Initial Billing Company (IBC) functions.

Section III, A of the AMENDMENT shall be changed to read:

A. Switched Access

The billing option selected and used by the parties shall be Single Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change.

The Initial Billing Company (IBC) shall compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's intrastate access tariff rates notwithstanding any instructions of the access customer to the contrary. The IBC will render the bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes...

Section III, B of the AMENDMENT shall be changed to read:

B. Special Access

The billing option arrangement to be used by the parties
will be Multiple Bill/Multiple Tariff. The billing
option...

Executed this 2nd day of April, 1992.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Hart

By

[Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Gerothy Bennett

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 7
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Intrastate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and INDIANTOWN TELEPHONE SYSTEM, INC. (hereinafter "Indiantown") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, and Directory Assistance Access Services; effective March 28, 1990 for Special Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 3rd day of July , 1990.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By

Robert M. Post
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President

000465

SUPPLEMENT NO. 6

TO

ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION effective January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Special Access Services.

The following paragraph B shall be included in Section III, COMPENSATION of the AMENDMENT:

III. COMPENSATION

B. Special Access

The billing option arrangement to be used by the parties will be Single Bill/Single Tariff. The billing option may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. It is the obligation of the Billing Company to notify the access customer if the parties hereto select a different billing option.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

INDIANTOWN/SOUTHERN BELL
FLORIDA
ANNEX III, SUP. 6
AMENDMENT
03-28-90
Page 2 of 2

In addition, the following paragraph B shall be included in Section I, JOINT TRANSPORT, of ATTACHMENT 1 to the AMENDMENT:

I. JOINT TRANSPORT

B. Special Access

Compensation between companies reflecting the percentages filed in the NECA tariff F.C.C. No. 4 shall be made monthly between the parties as appropriate.

Executed this 1st day of June, 1990.

INDIANTOWN TELEPHONE SYSTEM, INC.

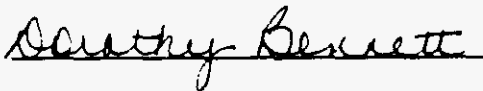


By

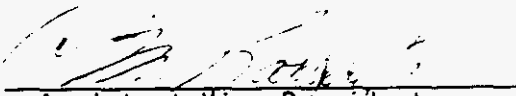
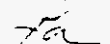

President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By


Assistant Vice President


000467

SUPPLEMENT NO. 5
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
AMENDMENT

In order to implement meet point billing for Intrastate Feature Group C, Feature Group D and Directory Assistance Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and INDIANTOWN TELEPHONE SYSTEM, INC. (hereinafter "Indiantown") agree to amend their Agreement entitled Annex III, Intrastate Joint Access Revenue Distribution, dated July 1, 1985, and all exhibits and attachments thereto retroactive to January 1, 1988 as follows:

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing for jointly provided access services. This previously existing method of billing, known as "end office billing", required the "end office company" to bill for the jointly provided access services based on its intrastate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex III. The implementation of meet point billing will terminate this sharing of revenues and existing billing arrangements.

II. STANDARDS

The parties to this Amendment agree to abide by the terms and conditions contained in the Multiple Exchange Carrier Access Billing Standards (MECABS) and the Multiple Exchange Carrier Ordering and Design Standards (MECODS) documents.

III. COMPENSATION

The following procedures shall apply for the remittance of revenues derived from the joint provisioning of intrastate joint access services to access customers for Feature Group C, Feature Group D and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be Single Bill/Single Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change. The Initial Billing Company (IBC) shall

compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's intrastate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment Indiantown is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and Indiantown will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport

access customer are those filed in the NECA tariff FCC No. 4. Revenue distribution, where appropriate, shall be performed pursuant to the procedures contained in Attachment 1, which is attached hereto and incorporated herein.

IV. PROVISIONING

Provisioning guidelines and responsibilities for jointly provided access services are specified in Annex XV between the parties.

V. COLLECTION PRACTICES AND LEGAL RECOURSE

In the event an access customer fails to pay the Billing Company the entire amount billed where a Single Bill option is used, it shall be the duty and responsibility of the Billing Company to take whatever steps are necessary to collect the unpaid amount(s), including, but not limited to, filing suit against the access customer. However, the Billing Company must obtain the written consent of the non-billing company prior to the initiation of litigation. Division of attorneys' fees and litigation costs will be agreed to by the parties and made part of the written consent prior to filing of the suit. Should the Billing Company recover less than the entire amount billed, the deficiency shall be divided pro rata between the two companies based on each party's percentage of the total bill submitted to the access customer.

VI. TERMS

It is expressly agreed that any and all terms and conditions contained in Annex III or its exhibits or attachments which are inconsistent with or contrary to this Amendment are null and void.

Executed this 22nd day of May, ~~1988~~ 1989.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

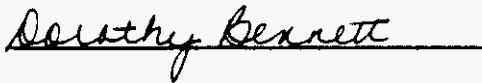


By



Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By


Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Attachment describes revenue distribution procedures applicable to those jointly provided Intrastate access services which are "Meet Point Billed" as reflected in the above referenced Amendment.

company, to the other company shall be based upon percentages determined under the following procedures:

I. JOINT TRANSPORT

The parties agree that the transport percentages specified in the Exchange Carrier Association (ECA) Tariff F.C.C. No. 4 shall be utilized for the billing to access customers of those jointly provided services specified in the Amendment. These percentages are based upon airline distances between the Meet Point(s), i.e. point of connection(s), connecting locations identified in the ECA F.C.C. No. 4 tariff.

A. Switched Access

Both parties utilize an intrastate access tariff structure in which charges for interexchange mileage and carrier termination(s) are combined in a single switched access transport rate element. This combined rate structure makes it necessary to weight the airline-based percentages shown in the ECA F.C.C. No. 4 tariff to reflect carrier terminal ownership for revenue sharing purposes. Weighting factors utilized for this purpose are as follows:

<u>Transport Mileage Band</u>	<u>Ratio of CXR Termination to Total</u>	<u>Ratio of Airline Mileage to Total</u>
1-8 miles	.638	.362
over 8-16 miles	.679	.321
over 16-25 miles	.578	.422
over 25-50 miles	.448	.552
over 50-100 miles	.469	.531
over 100-999 miles	.815	.185

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Compensation between companies reflecting the weighted percentages as described above shall be made monthly between the parties as appropriate.

II. RECORDING AND MESSAGE PROCESSING

The IBC shall compensate the SBC for recording and message processing, if applicable, according to the SBC's filed tariff charges for the access services performed as reflected in Annex XI, Accounting Services, between the parties.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By

Robert M. Post
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

Dorothy Bennett
Assistant Vice President

SUPPLEMENT 4

Issued November 12, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Indiantown Telephone System Inc., Indiantown, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1985 through December 31, 1985 has been completed as provided in Exhibit A to the identified Agreement with the following results:

<u>INTERLATA ACCESS</u>	
1985 Study Costs	\$ 165,838
1985 Preliminary Settlements	\$ 148,427
Net Due Indiantown	\$ 17,401

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of \$17,401 in final settlement for Intrastate Access Services for the period January 1, 1985 through December 31, 1985.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this *19th day of January, 1987.*

WITNESS:

INDIANTOWN TELEPHONE SYSTEM, INC.

John P. DelliSanti

By

[Signature]
President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Ann Barkley

By

[Signature]
Assistant Vice President

000473

SUPPLEMENT 3

Issued December 17, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Indiantown Telephone System, Inc., Indiantown, Florida, and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate interLATA access expenses and average intrastate interLATA access investment for the period January 1, 1984 through December 31, 1984 has been completed as provided in Exhibit A to the identified Agreement with the following results:

INTERLATA ACCESS

1984 Study Costs	\$ 331,885
1984 Preliminary Settlements	294,238
Net Due Indiantown	\$ 37,647

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of \$37,647 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

This Supplement modifies the identified Annex III, Intrastate Joint Access Revenue Distribution Agreement only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 13th day, of January, 1986.

WITNESS:

INDIANTOWN TELEPHONE SYSTEM, INC.

John F. Dellisanti

By

Robert M. Post
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By

J. Brooks
Assistant Vice President

000474

SUPPLEMENT NO. 2
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
Effective July 1, 1985

This Supplement replaces in its entirety Annex III and associated Exhibit A effective January 1, 1984.

This Annex, effective the 1st day of July, 1985, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company and INDIANTOWN TELEPHONE SYSTEM, INC., a Corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate Joint Access Services to Interexchange Carriers over facilities provided by each company within its service area, and shall each share the revenues generated in providing such services and facilities, as more specifically provided below.

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The purposes of this Annex are to:

- A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;
- B. To specify the facilities and methods used to provide such Joint Access Services; and
- C. To establish the methods and procedures used to distribute between the companies the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.
- B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them.

Access Services provided to Interexchange Carriers through facilities not listed in Exhibit C to the Basic Agreement are not subject to the provisions of this Annex.

- C. Each company will plan, design, construct and maintain the facilities within their respective Access Systems as is necessary and proper for the provision of the Access Services covered by this Annex. In providing such Access Services and facilities, each company will adopt and comply with generally acceptable industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

III. COMPENSATION

- A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.
- B. The revenue distribution for facilities furnished and services provided under this agreement shall be paid on a monthly basis. The methods and procedures for the provision of data and other information from one company to the other relating to compensation amounts and for the transfer of funds, if necessary, shall be as reasonably required by the revenue distribution administrator. Such methods and procedures may be revised by the administrator as required to ensure the timely and proper distribution of revenues covered by this Annex.

IV. AVAILABILITY OF DATA

Each company will keep records of its transactions relating to the provision of Intrastate Joint Access Services in sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of the company's reported revenues and of the investment and expense data underlying the compensation amounts provided hereunder. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company, whether or not in connection with a formal review or an audit, shall provide the other with reasonable access to the records it has maintained and to other relevant data within its possession relating to the compensation amounts provided under this Annex.

V. TERM

This Annex shall become effective on the date first written and will continue in force and effect thereafter, provided however that either company may terminate this Annex with or without cause upon giving the other party thirty (30) days written notice thereof.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 4th day of October, 1985.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Charles L. Gorman

By

M. H. Y. Y. Y. Y. Y.
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

J. H. L. L. L.

By

J. Brooks
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTRASTATE JOINT ACCESS SERVICES
Effective July 1, 1985

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

- I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.
- II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.
- III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:
 - A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:
 1. Switched Access;
 2. Special Access;
 3. Billing and Collecting; and
 4. Directory Assistance
 - B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:
 1. All or part of Local Transport;
 2. Recording of Intrastate InterLATA Messages; and
 3. Message processing of Intrastate InterLATA Messages.

C. The End Office Company will retain all revenues billed for Intrastate Access Services and will compensate the POP Company as more specifically set forth in Attachments to this Exhibit.

IV. DATA REPORTING. Each party shall furnish to the other such information as may be required for monthly revenue accumulation, billing and statistical purposes. Monthly, if not more frequently, each party will furnish actual data, including, but not limited to, originating and terminating Intrastate InterLATA minutes of use, Intrastate InterLATA recorded messages and Intrastate InterLATA billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 4th day of
October, 1985.

Witness:

Charles L. [Signature]

INDIANTOWN TELEPHONE SYSTEM, INC.

By [Signature]
President

Witness:

[Signature]

SOUTHERN BELL TEL. & TEL. CO.

By [Signature]
Assistant Vice President

000479

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the EXHIBIT A, BASIS OF COMPENSATION, INTRASTATE JOINT ACCESS SERVICES, effective July 1, 1985 between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following compensation amounts shall apply for the provision of Intrastate Joint Access Services to Interexchange Carriers.

I. JOINT LOCAL TRANSPORT

The End Office Company shall compensate the POP Company for Local Transport based on the following ownership percentage. The ownership percentage is based on sharing the Carrier termination portion of Local Transport equally, if each Company has similar termination equipment; and the inter-city portion of Local Transport based on a percentage of air-line miles owned by each Company. Ownership percentage will be re-computed at such time as the Point of Connection for the primary interconnecting facility route changes.

<u>POP</u>	<u>End Office</u>	<u>End Office Company % Ownership</u>	<u>POP Company % Ownership</u>
AT&T-Communications POP at West Palm Beach	Indiantown	35	65

II. RECORDING AND MESSAGE PROCESSING

The End Office Company shall compensate the POP Company for recording and message processing, if applicable to the amounts reflected on Exhibit B to Annex XI.

Executed the 4th day of October, 1985.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Charles L. Dennis

By

McKIM POT
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

W. L. Lisle

By

J. J. Brotho
Assistant Vice President

000480

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called the Independent Company. This Exhibit is made in order to more clearly define the rights and obligations of the parties under Annex III, Intrastate Access Revenue Distribution between them effective January 1, 1984 and to discharge all such obligations to each other as soon as practicable.

I. GENERAL PROVISION

- A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.
- B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.
- C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

- A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:
 - 1. Settlement adjustments shall be made quarterly on the first work day of January, April and July, 1986. Each such settlement adjustment shall include all the adjustment items, not previously included in a settlement or settlement adjustment, for which the parties have agreed, by the 15th day of the preceding month, that a settlement adjustment was required under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits.

2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.
 3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.
- B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

All settlement adjustments discovered prior to June 30, 1986 to which the parties are entitled under Annex III effective January 1, 1984 shall be made by the parties, in accordance with Section II.B. above, except as specifically provided below:

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using separations principles and procedures as incorporated into Parts 67 and 69 of the Federal Communications Commission's Rules and Regulations and as amended and in effect at the time to which the settlement or settlement adjustment relates. Other modifications if agreed to by both parties may be incorporated into the study.

V. REVIEW PROCEDURES

The Bell Company and the Independent Company shall have the right to conduct reviews or audits of relevant supporting detail and documents as necessary and appropriate to give assurance of compliance with the provisions of Annex III effective January 1, 1984 and its Exhibits. Each party, whether or not in connection with a formal review or audit, shall provide the other with reasonable access to relevant data within its possession relating to the determination of settlement and settlement adjustment amounts under this Exhibit.

VI. TERM OF AGREEMENT

No further or additional rights, duties and obligations created under this Exhibit shall accrue after June 30, 1986 and the parties shall discharge all obligations one to another by December 31, 1986.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 4th day of October, 1985.

Witness:

Charles L. Derron

INDIANTOWN TELEPHONE SYSTEM, INC.

By

Arthur M. Pot
President

Witness:

J. H. Lile

SOUTHERN BELL TEL. & TEL. CO.

By

J. P. Otha
Assistant Vice President

ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and INDIANTOWN TELEPHONE SYSTEM, INCORPORATED, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate Access Services are defined as including Switched Access, WATS Access, Private Line Station Terminations, Directory Assistance and Billing and Collecting which are furnished in whole or in part by the system of the Independent Company and are furnished under intrastate tariffs filed by the Bell Company and concurred in by the Independent Company. Intrastate Access Services subject to this Agreement are identified in Southern Bell's Florida Access Service Tariff.

When Independent-to-Independent (I-I), Bell-to-Independent (B-I), Independent-to-Bell (I-B), or Bell-to-Bell (B-B) access traffic ceases to be furnished under the statewide uniform access rate schedules identified above such traffic will cease being covered by this Annex.

II. INDEPENDENT COMPANY EXCHANGES

The exchanges of the Independent Company system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

The Bell Company and Independent Company will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. ROUTING OF TRAFFIC

The traffic interchanged under this Annex will be routed as indicated in Exhibit C. Changes in routing shall be agreed upon in writing by the parties before becoming effective.

V. TRAFFIC RECORDING AND IDENTIFICATION

The recording and identification functions required to provide access services specified hereunder shall be performed as shown in Exhibit D of the Basic Agreement.

VI. MONTHLY COMPENSATION

Each party will collect all charges payable by its interexchange customers for Access Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by the Bell Company to the Independent Company and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

VII. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VIII. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

IX. TERM OF ANNEX

This annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 5th day of January, 19 84 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Charles L. Desmar

By Robert M. Bat
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Mr. Barkley

By R. T. Burns
Assistant Vice President

000486

EXHIBIT A
BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTRASTATE ACCESS REVENUE DISTRIBUTION ANNEX, dated January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC., hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

Compensation amounts which the Independent Company is to receive for its participation in the handling of Intrastate Access Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. The Independent Company will report all revenues for Intrastate Access services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:
 - 1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures as defined in Section II of this Exhibit; plus
 - 2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less
 - 3. The intrastate access portion of the interest charged construction of the Independent Company; plus
 - 4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to intrastate access services as the pool's achieved return on the average net book costs of property devoted to intrastate access services.
- B. Within ten (10) working days following the close of a calendar month, the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:
 - 1. Intrastate access revenues defined herein billed by the Independent Company; less

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2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

The revenues, investments, expenses, rate of return, and taxes utilized in calculating the preliminary settlements referred to above will be based on the best data available to the Bell Company as of five (5) working days prior to the end of the month. These elements will be reviewed with the Independent Company prior to their use in settlements.

- C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units, and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year; however, the schedule may be modified throughout the year if agreed to by both parties.
- D. Uncollectible revenues, as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Billing Company. Documented fraud, responsible company returns not complete and not in standard format and ICS messages will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

- A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 67 and Part 69 of the FCC Rules and Regulations, as modified by the most recent USITA/AT&T Joint Reports. Other modifications if agreed to by both parties may be incorporated into the study.
- B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.

- C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Traffic separations factors shall be based on traffic studies of seven (7) calendar days duration. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.
- D. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.
- E. Revenues, investments, expenses and taxes associated with the radio link and station equipment portions of Public Land Mobile, Maritime Mobile and Aviation Radiotelephone Services will be excluded from compensation under this Agreement.

III. SEPARATIONS STUDIES REVISIONS

- A. The Independent Company shall prepare revised separation studies annually. Such studies shall be completed under normal circumstances within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.
- B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

III. SEPARATIONS STUDIES REVISIONS

- A. The Independent Company shall prepare revised separation studies annually. Such studies shall be completed under normal circumstances within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.
- B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.
- C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B, the following settlement adjustments shall be applicable:

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed, starting with the seventh (7th) month following the close of the study period; and
2. Any retroactive compensation amount due the Bell Company shall be increased each month, beginning with the seventh (7th) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If the Bell Company failed to meet its obligations:

1. Any retroactive compensation amount due the Bell Company shall be reduced one-twelfth (1/12) for each month the study is delayed, starting with the tenth (10th) month following the close of the study period; and

2. Any retroactive compensation amount due the Independent Company shall be increased each month, beginning with the tenth (10th) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

IV. SYSTEM OF ACCOUNTS

Separations procedures which are used in cost studies covered by this Annex are based on the assumption that Independent Company books are maintained in accordance with the Uniform System of Accounts, as prescribed by Part 31, FCC Rules and Regulations for Class A & B telephone companies. The Independent Company and the Bell Company books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of generally acceptable industry standard accounting procedures in areas such as delayed retirements, station accounting studies, etc., the Bell Company's procedures or other mutually acceptable procedures shall be used for compensation purposes.

V. RIGHT OF REVIEW

Each company shall have the right to review all working papers and supporting data, including company records, of the other company, together with the records and data on which studies are based. Such reviews shall be made during compilation and upon completion of the study.

The Independent Company shall furnish its cost studies ~~annually in a format~~ (magnetic tapes or a suitable alternative) suitable for processing through the Bell Company's mechanized cost study analysis systems. Output of these systems shall be made available to the Independent Company to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the State Regulatory Commission, after due process, may issue orders relating to generic matters that direct all or certain telephone companies to make changes that affect intrastate investment, revenue, expense, or tax items. Compensation between the Independent Company and the Bell Company reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the State Regulatory Commission.

Executed this 5th day of January, 1984.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Charles L. Dennis

By

Robert M. Post

President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Burkley

By

R. T. Burns

Assistant Vice President

000492

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued November 14, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Indiantown Telephone System and Southern Bell Telephone and Telegraph Company. It replaces Supplement No. 3, issued October 22, 1991 which is no longer valid.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1990 through December 31, 1990 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1990 Study Costs	\$108,409
1990 Preliminary Settlements	\$116,400
Net Due Bell	\$ 7,991

Upon the execution of this supplement Bell will debit the account of Indiantown in the amount of \$7,991 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 21st day of February, 1992.

Witness:

INDIANTOWN TELEPHONE SYSTEM

Mary Ann Hoelt

By R. B. [Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Deborah Bennett

By W. C. [Signature]
Assistant Vice President

000493

SUPPLEMENT NO. 3
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued October 22, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Indiantown Telephone System and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1990 through December 31, 1990 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1990 Study Costs	\$108,409
1990 Preliminary Settlements	\$103,602
Net Due Indiantown Telephone System	\$ 4,807

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of \$4,807 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 7th day of November, 1991.

Witness:

Mary Anne Holt

Witness:

Dorothy Bennett

INDIANTOWN TELEPHONE SYSTEM

By [Signature]
President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

000494

SUPPLEMENT NO. 2
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued October 9, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Indiantown Telephone System and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1989 through December 31, 1989 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1989 Study Costs	\$141,330
1989 Preliminary Settlements	89,015
Net Due Indiantown	\$ 52,315

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of \$52,315 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 7th day of November, 1990.

Witness:

INDIANTOWN TELEPHONE SYSTEM

Mary Ann Walt

By

Robert M. Post
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

John J. I.
Assistant Vice President

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IntraLATA Private Line
Meet Point Billing Option

☒

Single Bill/Single Tariff

☐

Multiple Bill/Multiple Tariff

☒

If you have selected the Single Bill Option and
you wish Southern Bell to be the billing company;
please check here.

INDIANTOWN TELEPHONE SYSTEM, INC.

Company

Charles L. Dennis

Name/Title

CHARLES L. DENNIS
VICE PRESIDENT-OPERATIONS
SOUTHERN BELL

08/15/90

Date

C. M. Rogers, Jr.

Name/Title

Operations Manager

8/30/90

Date

000496

SUPPLEMENT NO. 1
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 5, 1989

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Indiantown Telephone System and Southern Bell Telephone and Telegraph Company.

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1988 through December 31, 1988 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	<u>Private Line</u>
1988 Study Costs	\$ 82,647
1988 Preliminary Settlements	\$116,000
Net Due Bell	\$ 33,353

Upon the execution of this supplement Bell will debit the account of Indiantown in the amount of \$33,353 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 6th day of November, 1989.

WITNESS:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM

By Robert M. Frost
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By C. M. Kiediger, Jr.
Assistant Vice President
for

000497

ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and INDIANTOWN TELEPHONE SYSTEM, a corporation under the laws of the State of Florida, herein called Indiantown, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

Intrastate IntraLATA/Intra-Market Interexchange Private Line Services are defined as those services furnished in whole or in part by the system of Indiantown under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Indiantown. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. INDIANTOWN EXCHANGES

The exchanges of the Indiantown system covered by this Annex are listed in Exhibit C of the Basic Agreement.

III. PHYSICAL CONNECTION

Southern Bell and Indiantown will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit C.

IV. MONTHLY COMPENSATION

The billing company will collect all charges payable by customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to Indiantown and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

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V. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof. The parties agree that once an election is made as to compensation based on actual costs, no consideration will be given to compensation based on Nationwide Average Schedules.

VI. DEFAULTS OR VIOLATIONS

If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated pursuant to Section VI or upon thirty (30) days written notice with or without cause from either party to the other. This Annex may be amended from time to time upon written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 13th day of September, 19 89.

Witness:

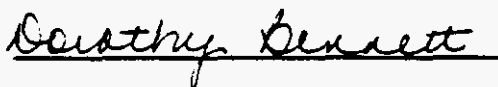


INDIANTOWN TELEPHONE SYSTEM

By


President

Witness:



SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By


Assistant Vice President

ANNEX XXVIII
INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988, between INDIANTOWN TELEPHONE SYSTEM, hereinafter called Indiantown, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Indiantown is to receive for its participation in the handling of IntraLATA/Intra-Market Area Interexchange Private Line Services, as defined in the Annex, shall be determined on the basis of cost separation studies.

I. METHOD OF COMPENSATION

- A. Indiantown shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:
 - 1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures as defined in Section II of this Exhibit; less
 - 2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Indiantown; plus
 - 3. An amount to give Indiantown the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.
- B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Indiantown a statement of preliminary compensation for that month reflecting the net of:
 - 1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Indiantown; less

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