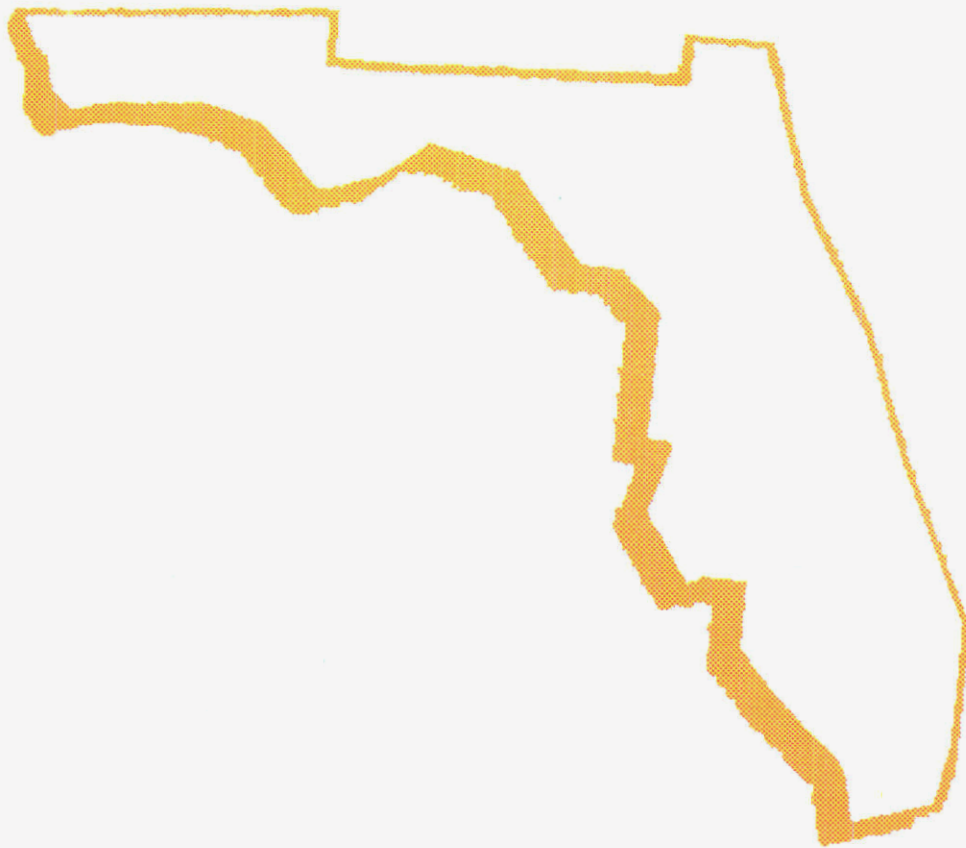


**MINIMUM FILING REQUIREMENTS
FOR SOUTHERN BELL - FLORIDA
VOLUME VII**



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04500 MAY-6 1992
FPSC-RECORDS/REPORTING

2. The net of Indiantown'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 Indiantown 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 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.

000501

- D. 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 Indiantown 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.
- 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 Annex.

III. SEPARATION STUDIES REVISION

- A. Indiantown 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, Indiantown and Southern Bell shall establish a schedule for the exchange of data required to enable Indiantown to complete the study within six (6) months following the close of the study period.
- B. Southern Bell shall advise Indiantown 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 Indiantown failed to meet its obligations:

1. Any retroactive compensation amount due Indiantown 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 Indiantown 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 Indiantown books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Indiantown and Southern Bell 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.

Indiantown 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 Indiantown 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 Indiantown 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 13th day of September, 1989.

Witness:

[Signature]

INDIANTOWN TELEPHONE SYSTEM

By

[Signature]
President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President
for

SUPPLEMENT NO. 1
TO
ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION FOR
INTRASTATE INTRALATA TOLL SERVICES

REVISED ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

Effective April 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 INDIANTOWN TELEPHONE SYSTEM and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect renegotiation of Busy Hour Minute of Capacity quantities.

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

- I. For Indiantown payments to Southern Bell: 1900 BHMOCs
- II. For Southern Bell payments to Indiantown: 918 BHMOCs

Executed the 27th day of April, 1990.

Witness:

Mary Ann Hart

INDIANTOWN TELEPHONE SYSTEM

By

Arthur M. Fox
President

Witness:

Kerathy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

C. M. B. K.
Assistant Vice President
K

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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 INDIANTOWN TELEPHONE SYSTEM, a corporation organized under the laws of the State of Florida, (herein called "Indiantown"), 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 Indiantown 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 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

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 INDIANTOWN TELEPHONE SYSTEM 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 22nd day of May, 1989.

Witness:



INDIANTOWN TELEPHONE SYSTEM

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 INDIANTOWN TELEPHONE SYSTEM 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 Indiantown payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's	
		TERM (MTS/WATS)	ORIG (800)
Southeast	BCRTFLBT	1.75	.06
	BCRTFLMA	33.25	.06
	BCRTFLSA	3.50	.06
	BGPIFLMA	1.75	.06
	BLGLFLSE	43.75	.06
	BYBHFLMA	26.25	.06
	DLBHFLKP	14.00	.06
	DLBHFLMA	7.00	.06
	DRBHFLMA	31.50	.06
	FTLDFLAP	3.50	.06
	FTLDFLCR	35.00	.06
	FTLDFLCY	5.25	.06
	FTLDFLJA	24.50	.06
	FTLDFLMR	73.50	.06
	FTLDFLQA	29.75	.06
	FTLDFLPL	71.75	.06
	FTLDFLSU	28.00	.06
	FTLDFLWN	1.75	.06
	FTRFLMA	99.75	.06
	HBSDFLMA	119.00	.06
	HLWDFLHA	21.00	.06
	HLWDFLMA	24.50	.06
	HLWDFLPE	35.00	.06
	HLWDFLWH	45.50	.06
	HMSTFLHM	24.50	.06
	HMSTFLNA	8.75	.06
	HTISFLMA	33.25	.06
	ISLMFLMA	1.75	.06
	JPTRFLMA	33.25	.06
	KYLRFLLS	1.75	.06
	KYLRFLMA	1.75	.06
	KYWSFLMA	14.00	.06
			TOTAL

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INDIANTOWN/SOUTHERN BELL
 FLORIDA
 ANNEX XXIX, EXH. A, ATT. 1
 01-01-88
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I. For Indiantown payments to Southern Bell (cont.):

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Southeast	MIAMFLAE	17.50	.06	17.56
	MIAMFLAL	43.75	.06	43.81
	MIAMFLAP	1.75	.06	1.81
	MIAMFLBA	22.75	.06	22.81
	MIAMFLBC	36.75	.06	36.81
	MIAMFLBR	1.75	.06	1.81
	MIAMFLCA	75.25	.07	75.32
	MIAMFLFL	73.50	.06	73.56
	MIAMFLGR	28.00	.06	28.06
	MIAMFLHL	68.25	.06	68.31
	MIAMFLIC	7.00	.06	7.06
	MIAMFLKE	1.75	.06	1.81
	MIAMFLME	19.25	.06	19.31
	MIAMFLNM	1.75	.06	1.81
	MIAMFLNS	54.25	.06	54.31
	MIAMFLOL	12.25	.06	12.31
	MIAMFLPB	10.50	.06	10.56
	MIAMFLPL	17.50	.06	17.56
	MIAMFLRR	1.75	.06	1.81
	MIAMFLSH	57.75	.06	57.81
	MIAMFLSO	21.00	.06	21.06
	MIAMFLWD	15.75	.06	15.81
	MIAMFLWM	1.75	.06	1.81
	MRTHFLVE	1.75	.06	1.81
	NDADFLAC	15.75	.06	15.81
	NDADFLBR	31.50	.06	31.56
	NDADFLGG	31.50	.06	31.56
	NDADFLOL	1.75	.06	1.81
	NKLRFLMA	3.50	.06	3.56
	PAHKFLMA	70.00	.06	70.06
	PMBHFLCS	17.50	.06	17.56
	PMBHFLFE	40.25	.06	40.31
	PMBHFLMA	19.25	.06	19.31
	PMBHFLNP	1.75	.06	1.81
	PMBHFLTA	1.75	.06	1.81
	PRRNFLMA	28.00	.06	28.06
	PTSLFLMA	73.50	.06	73.56
	PTSLFLSO	56.00	.06	56.06

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INDIANTOWN/SOUTHERN BELL
FLORIDA
ANNEX XXIX, EXH. A, ATT. 1
01-01-88
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I. For Indiantown payments to Southern Bell (cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>TERM (MTS/WATS)</u>	<u>BHMOc's ORIG (800)</u>	<u>TOTAL</u>
Southeast	SBSTFLFE	1.75	.06	1.81
	SBSTFLMA	1.75	.06	1.81
	SGKYFLMA	1.75	.06	1.81
	STRFLMA	229.25	.07	229.32
	VRBHFLBE	1.75	.06	1.81
	VRBHFLMA	36.75	.06	36.81
	WPBHFLAN	42.00	.06	42.06
	WPBHFLGA	38.50	.06	38.56
	WPBHFLGR	31.50	.06	31.56
	WPBHFLHH	56.00	.06	56.06
	WPBHFLLE	52.50	.06	52.56
	WPBHFLRB	45.50	.06	45.56
	WPBHFLRP	12.15	.06	12.31
	Total		2436.00	5.00

II. For Southern Bell payments to Indiantown:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>TERM (MTS/WATS)</u>	<u>BHMOc's ORIG (800)</u>	<u>TOTAL</u>
Southeast	INTWFLXA	1742	324	2066

Executed the 22nd day of May, 1989.

Witness:

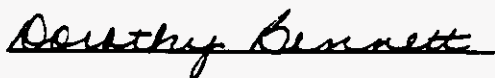


INDIANTOWN TELEPHONE SYSTEM

By

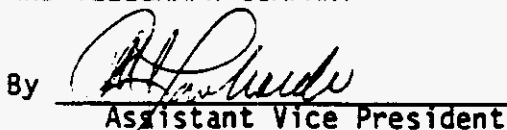

President

Witness:



SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By


Assistant Vice President

000514

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 NORTHEAST FLORIDA 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 services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003, 2004, 1402, 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 Florida Public Service Commission.
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, Intra-lata toll service 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.

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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 June 1989 .

WITNESS:

John A. ...

WITNESS:

Deborah Bennett

NORTHEAST FLORIDA TELEPHONE
COMPANY

By Leon Conner
President

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

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SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: September 10, 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 NORTHEAST FLORIDA 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:

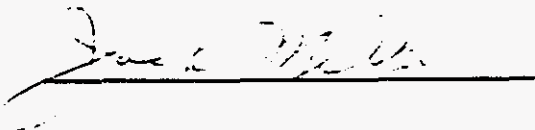
- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service 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

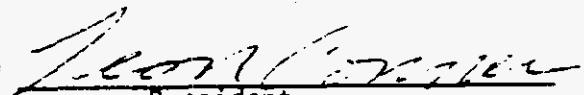
- Annex XII - Exchange Access Facility Lease Not applicable.
- Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.
- Annex XIV - E911 Not applicable.
- Annex XV - Access Service Provisioning
- Annex XVI - Number Services
- Annex XIX - Distribution of Interstate Revenue and Usage Information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

Executed the 10th day of September, 1986.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY



By 
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY



By 
Assistant Vice President

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SUPPLEMENT NO. 1
TO
BASIC AGREEMENT
REVISED EXHIBIT D
TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective May 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 NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to reflect the installation of Local Automatic Message Accounting (LAMA) capability in the Macclenny office. It replaces in its entirety Exhibit D to Basic Agreement effective January 1, 1984.

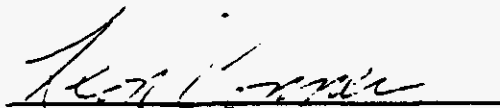
From the effective date of this Exhibit, the Bell Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto, except that the Independent Company will perform the following functions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

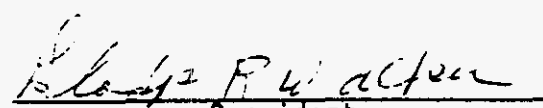
<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Macclenny Sanderson	All points	Automatic Number Identification (ANI) and recording of customer dialed (1+) traffic.

Executed this 3 day of June, 1985.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

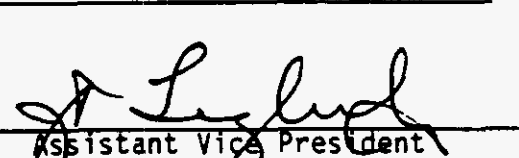


By 
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY



By 
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 NORTHEAST FLORIDA TELEPHONE COMPANY, 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 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

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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, 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 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.

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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.

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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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the 7th day of January, 19 84.

Witness:

NORTHEAST FLORIDA TELEPHONE CO., INC.

Evelyn H. Holland

By

Charles R. Walker
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Am Barkley

By

R. T. Bunn
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 NORTHEAST 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 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

Executed the 7th day of January, 1984.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

Ernest H. Holland

By Alfred R. Warner
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Mr. Barkley

By R. T. Brown
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 January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTHEAST 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.

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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.

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.

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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 7th day of January 1984 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

Evelyn H. Holland

By

A. C. McFadden
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Barkley

By

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

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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 NORTHEAST FLORIDA TELEPHONE COMPANY.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Macclenny	Jacksonville	Jacksonville	7687;1330	A point on U.S. Hwy. 90 at the Baker-Nassau County Line.
Sanderson	Jacksonville	Jacksonville	7687;1330	A point on U.S. Hwy. 90 at the Baker-Nassau County Line.

Executed this 7th day of January, 1984.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANYCharles H. HollandBy Sheldon F. Wallace
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANYSam BarkleyBy R. T. Reun
Assistant Vice President
Bell-Independent Relations

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TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

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 NORTHEAST FLORIDA TELEPHONE COMPANY.

<u>Traffic Originating At</u>	<u>Traffic Terminating At</u>	<u>Function Performed</u>
Macclenny Sanderson	All Points	Automatic Number Identification (ANI)

Witness:

Ernest H. Holland

By Walter R. L. L. L.
President

SOUTHERN BELL TEL. AND TEL. COMPANY

Am Barkley

By R. T. Sullivan
Assistant Vice President
Bell-Independent Relations

SUPPLEMENT NO. 8
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective January 16, 1991

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 NORTHEAST FLORIDA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the change of billing option for Special Access from Single Bill/Single Tariff to Multiple Bill/Multiple Tariff. The first paragraph of Section III, Compensation, Part B, Special Access, shall be modified to read:

III. COMPENSATION

B. Special Access

The billing option 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.

Executed this 31st day of January , 1991 .

Witness:

NORTHEAST FLORIDA TELEPHONE
COMPANY

John C. Carroll Jr.

By Leon Conner
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By W. C. Smith
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 NORTHEAST FLORIDA 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 NORTHEAST FLORIDA TELEPHONE COMPANY (hereinafter "Northeast") 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 18th day of December , 1990.

Witness:

NORTHEAST FLORIDA TELEPHONE
COMPANY

Evelyn H. Holland

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By [Signature]
Assistant Vice President

000545

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 NORTHEAST FLORIDA TELEPHONE COMPANY 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.

NORTHEAST/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 20th day of April, 1990.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

John C. Canale

By

Tom L. Lomax
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By

W. J. L. L. L.
Assistant Vice President

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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 NORTHEAST FLORIDA TELEPHONE COMPANY (hereinafter "Northeast") 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 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 Northeast is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and Northeast 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 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 26th day of June, ~~1988~~ 1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

John J. (M. A. L.)

By

Leon Comer
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Kathryn Bennett

By

John J. (M. A. L.)
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 NORTHEAST FLORIDA 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.

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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NORTHEAST/SOUTHERN BELL
FLORIDA
ANNEX III, SUP. 5
AMENDMENT, ATT. 1
01-01-88
PAGE 2 of 2

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 26th day of June, ~~1988~~ 1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

[Signature]

By

[Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By

[Signature]
Assistant Vice President

000552

SUPPLEMENT 4

Issued February 10, 1987

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Northeast Florida Telephone Company, Inc., Macclenny, 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	\$225,354
1985 Preliminary Settlements	\$250,025
Net Due Bell	\$ 24,671

Upon the execution of this supplement Bell will debit the account of Northeast in the amount of \$24,671 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 *2nd day of March, 1987.*

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

John A. Cawley

By

Tom Connor
President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Ann Barkley

By

J. J. Brooks
Assistant Vice President

000553

SUPPLEMENT 3

Issued December 19, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Northeast Florida Telephone, Inc., Macclenny, 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	\$ 430,151
1984 Preliminary Settlements	198,057
Net Due Northeast	\$ 232,094

Upon the execution of this supplement Bell will credit the account of Northeast in the amount of \$232,094 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:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

John A. Canale

By Leon Conner
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Bartley

By J. Brooks
Assistant Vice President

000554

SUPPLEMENT NO. 2
ANNEX III
INTRASTATE INTERLATA 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 NORTHEAST FLORIDA TELEPHONE COMPANY, 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 InterLATA 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 InterLATA 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 InterLATA 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 InterLATA 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 InterLATA 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 InterLATA 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:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

John D. [Signature]

By Leon Conner
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Barkley

By JJ Brooks
Assistant Vice President

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EXHIBIT A
BASIS OF COMPENSATION
INTRASTATE INTERLATA 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 NORTHEAST FLORIDA 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.

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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 6th day of
August, 19 85 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

John I. O'Connell

By Leon Conner
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Sam Barkley

By J. D. Brooks
Assistant Vice President

000559

ATTACHMENT 1
TO
EXHIBIT A

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

The following compensation amounts shall apply for the provision of Intrastate InterLATA 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>End Office</u>	<u>End Office Company % Ownership</u>	<u>POP Company % Ownership</u>
AT&T-Communications)	Macclenny	36	64
POP at Jacksonville)	Sanderson	46	54

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.

Executed this 6th day of August, 1985.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

John D. [Signature]

By Leon Conner
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Barkley

By [Signature]
Assistant Vice President

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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 NORTHEAST FLORIDA TELEPHONE COMPANY, 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, 1986 and of April, 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 July 1, 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 intent of separations, principles and procedures as incorporated into Part 67 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:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

John D. O'Connell

By Leon Conner
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Am Bartley

By J. J. Brooker
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 NORTHEAST 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.

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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 7th day of January, 1984.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

Ernest H. Holland

By Lloyd R. Adams
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Ann Barkley

By R. T. Brown
Assistant Vice President

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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 NORTHEAST FLORIDA 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 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.

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- 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.

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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.

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

Issued August 7, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Northeast Florida Telephone Company, 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	\$109,252
1990 Preliminary Settlements	\$ 84,000
Net Due Northeast	\$ 25,252

Upon the execution of this supplement Bell will credit the account of Northeast in the amount of \$25,252 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:

NORTHEAST FLORIDA TELEPHONE
COMPANY, INC.

John A. Larue

By *Leon Comer*
President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By *W. C. Smith*
Assistant Vice President

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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 Northeast Florida Telephone Company, 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	\$92,537
1989 Preliminary Settlements	72,948
Net Due Northeast	\$19,589

Upon the execution of this supplement Bell will credit the account of Northeast in the amount of \$19,589 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 22nd day of October, 1990.

Witness:

NORTHEAST FLORIDA TELEPHONE
CO., INC.

By Leon Linn
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President
FL

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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.

Northeast Florida Telephone Co., Inc.
Company

Leon Conner
Name/Title

August 24, 1990
Date

SOUTHERN BELL

C. B. Johnson, Jr.
Name/Title
Operation Manager

8/27/90
Date

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

Issued October 10, 1989

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Northeast Florida Telephone Company, 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	\$66,470
1988 Preliminary Settlements	\$66,000
Net Due Northeast	\$ 470

Upon the execution of this supplement Bell will credit the account of Northeast in the amount of \$470 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 23rd day of October, 1989.

WITNESS:

John E. Carroll

WITNESS:

Dorothy Bennett

NORTHEAST FLORIDA TELEPHONE
COMPANY, INC.

By Len Connor
Vice President

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By P. B. L. L. L.
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 NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called Northeast, 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 Northeast under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Northeast. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. NORTHEAST EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and Northeast 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 Northeast 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 21st day of July, 1989.

Witness:

NORTHEAST FLORIDA TELEPHONE
COMPANY

John C. Lawrence

By Leon Conner
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By Shirley
Assistant Vice President

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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 NORTHEAST FLORIDA TELEPHONE COMPANY, hereinafter called Northeast, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Northeast 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. Northeast 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 Northeast; plus
 3. An amount to give Northeast 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 Northeast 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 Northeast; less

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2. The net of Northeast'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 Northeast 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 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 and expense 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. 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. Northeast 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, Northeast and Southern Bell shall establish a schedule for the exchange of data required to enable Northeast to complete the study within six (6) months following the close of the study period.

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- B. Southern Bell shall advise Northeast 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 Northeast failed to meet its obligations:

1. Any retroactive compensation amount due Northeast 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 Northeast 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 Northeast and Southern Bell books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Northeast and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of mutually agreeable Northeast accounting procedures in areas such as delayed retirements, station accounting studies, etc. methods required or recognized by the Florida Public Service Commission 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.

Northeast shall furnish its cost studies annually in a format suitable for processing through Southern Bell's mechanized cost study analysis systems. Output of these systems shall be made available to Northeast to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

From time to time, the Florida Public Service 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 Northeast 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 21st day of July, 1989.

Witness:

NORTHEAST FLORIDA TELEPHONE
COMPANY

John A. Canali Jr.

By

Leon Comer
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Sarahy Bennett

By

Attilio
Assistant Vice President

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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 NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation organized under the laws of the State of Florida, (herein called "Northeast"), 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 Northeast 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 26th day of June , 19 89 .

Witness:

John E. Carroll

Witness:

Gary Bennett

NORTHEAST FLORIDA TELEPHONE COMPANY

By Leon Connor
President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By Bill Hulse
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 NORTHEAST FLORIDA 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.

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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 26th day of June, 1989

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

John C. (Arnell)

By

Len Corner
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Sandra Bennett

By

Michael
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 NORTHEAST FLORIDA 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 Northeast payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Jacksonville	BLDWFLMA	41	2	43
	FRBHFLFP	85	3	88
	FTGRFLMA	3	1	4
	GCSPFLCN	52	7	59
	JCBHFLMA	45	2	47
	JCBHFLSP	8	1	9
	JCVLFLAR	83	3	86
	JCVLFLAB	2	1	3
	JCVLFLBW	55	3	58
	JCVLFLCL	388	14	402
	JCVLFLFC	68	4	72
	JCVLFLLF	81	2	83
	JCVLFLNO	112	10	122
	JCVLFLOW	57	1	58
	JCVLFLRV	77	5	82
	JCVLFLSJ	71	5	76
	JCVLFLSM	60	6	66
	JCVLFLWC	55	9	64
	LKCYFLMA	161	15	176
	MDBGFLPM	38	3	41
	MNDRFLLO	10	2	12
	MNDRFLW	67	1	68
	MXVLFLMA	12	1	13
	ORPKFLMA	54	3	57
	ORPKFLRW	40	2	42
	PLTKFLMA	86	11	97
	PMPKFLMA	16	1	17
	PNVDFLMA	19	1	20

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I. For Northeast payments to Southern Bell (cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>TERM (MTS/WATS)</u>	<u>BHMOc's ORIG (800)</u>	<u>TOTAL</u>
Jacksonville	STAGFLBR	39	2	41
	STAGFLMA	104	5	109
	STAGFLSH	67	5	72
	WELKFLMA	17	1	18
	YULEFLMA	42	1	43
	Total	2115	133	2248

II. For Southern Bell payments to Northeast:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>TERM (MTS/WATS)</u>	<u>BHMOc's ORIG (800)</u>	<u>TOTAL</u>
Jacksonville	MCLNFLXA	2103	47	2150
	SNSNFLXA	464	28	492
	Total	2567	75	2642

Executed the 26th day of June, 1989.

Witness:

John E. Lane

NORTHEAST FLORIDA TELEPHONE COMPANY

By

Leon Comer
President

Witness:

Bartholomew Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000591

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 QUINCY 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 - 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 X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XV - Access Service Provisioning
- 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 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:

QUINCY TELEPHONE COMPANY

Fred Parker

By Lela D. Carlini
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By MBullen
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 QUINCY 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 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.

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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 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.

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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 12th day of October 1988 .

WITNESS:

Fred Parker

QUINCY TELEPHONE COMPANY

By L.D. Carlin
President

WITNESS:

Gorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By MB Sullivan
Assistant Vice President

000600

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: December 3, 1987

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 QUINCY TELEPHONE COMPANY.

This Supplement is issued to recognize the cancellation of Annex IX, Operator Services and Annex XVI, Number 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 Not applicable
- Annex X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services

- Annex XII - Exchange Access Facility Lease Cancelled by Supplement No. 1.
- 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 XVII - Secondary Directory Assistance
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 3RD day of December, 1987.

Witness:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By

Lela G. Perkins
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Ann Barkley

By

Janet T. Leggett
Assistant Vice President

000602

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

CANCELLATION OF EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective December 5, 1987

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 QUINCY TELEPHONE COMPANY.

From the effective date of this Supplement, EXHIBIT D, TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS, is cancelled. This Exhibit is no longer required as each company performs all such functions for each of its exchanges.

Executed this 16th day of December, 1987.

Witness:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By John D. Crider
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Ann Barkley

By John T. Lichner
Assistant Vice President

000603

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective: September 10, 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 QUINCY 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 - 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

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- Annex XII - Exchange Access Facility Lease Cancelled by Supplement No. 1.
- 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 15th day of September, 1986.

Witness:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By

J. L. L. L.
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Am Barkley

By

J. J. Brasher
Assistant Vice President

000605

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT
REVISED
EXHIBIT A
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Effective July 1, 1985

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 QUINCY TELEPHONE COMPANY.

This Supplement is issued to recognize the addition of Annex XVII, Secondary Directory Assistance.

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

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- Annex XII - Exchange Access Facility Lease Cancelled by Supplement No. 1.
- 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

Executed the 31st day of March, 19 86 .

Witness:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By Lu E. Corliss
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Ann Barkley

By J. J. Brooks
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 QUINCY 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

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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.

In the event that either party returns all proprietary information to the disclosing party, the provision of this section will not apply.

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.

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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 material 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.

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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 in writing, within thirty (30) days, 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 provisions 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the 8th day of May, 1984.

Witness:

QUINCY TELEPHONE COMPANY

Donald Brown

By

Lila D. Carlson
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

A. H. Alley

By

R. T. Burns
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 QUINCY 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 Cancelled by Supplement No. 1.
- 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 12th day of June, 19 85 .

Witness:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By

James C. [Signature]
President

Witness:

SOUTHERN BELL TEL. AND 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 QUINCY 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.

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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 either Company will be handled in the study consistent with the recording on either 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.

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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/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, any reference to Independent-Independent (I-I) messages shall mean those using only facilities of the Independent Company, and any reference to Bell-Bell (B-B) messages shall mean those using only the facilities of the Bell 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 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. Unbillable revenues are not included as uncollectible.

Executed this

8th

day of May

1984.

Witness:

QUINCY TELEPHONE COMPANY

Donald R Brown

By

Life H. Carlin
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

R. J. Brown

By

R. J. Brown
Assistant Vice President

000624

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 QUINCY TELEPHONE COMPANY.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Quincy	Quincy	Panama City	7869; 1766	A point at the boundary between the Southern Bell exchange of Havana and the Independent Company exchange of Quincy.
Greensboro	Quincy	Panama City	7869; 1766	"
Gretna	Quincy	Panama City	7869; 1766	"
-3*	Quincy	Panama City	7869; 1766	"

age of Southern Bell Telephone and Telegraph Company

Executed this 8TH day of MAY 1984.

Witness:

QUINCY TELEPHONE COMPANY

Donald R Brown

By

Lyle D. Carlin
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

G. D. Allen

By

R. J. Burns
Assistant Vice President

000625

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 QUINCY 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>
Quincy	All Points	All Traffic Recording, Identification, and Operator Functions.
Greensboro	"	"
Gretna	"	"
Havana*	"	All Traffic Recording and Operator Functions.

of Southern Bell Telephone and Telegraph Company

1984 executed this 8th day of MAY.

Witness:

QUINCY TELEPHONE COMPANY

Donald P. Brown

By

John R. Carlson
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

A. H. Wiley

By

R. T. Brown
Assistant Vice President

000626

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 QUINCY 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 QUINCY TELEPHONE COMPANY (hereinafter "Quincy") 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:

QUINCY TELEPHONE COMPANY

Fred L. Parker

By

Lila R. Carlson
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carolyne Bennett

By

C. J. [Signature]
Assistant Vice President

000627

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 QUINCY TELEPHONE COMPANY 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.

QUINCY/SOUTHERN BELL
FLORIDA
ANNEX III, SUP. 7
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

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:

QUINCY TELEPHONE COMPANY

Fred Parker

By

Lila D. Colaneri
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President
for

000629

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 QUINCY TELEPHONE COMPANY (hereinafter "Quincy") 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 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

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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 Southern Bell is the Initial Billing Company (IBC), Quincy is the Subsequent Billing Company (SBC), and Southern Bell 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 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.

QUINCY/SOUTHERN BELL
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ANNEX III, SUP. 6
AMENDMENT
01-01-88
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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 24th day of February, 1989.

Witness:

QUINCY TELEPHONE COMPANY

Fred Parker

By

L. D. Cochrin
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President

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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 QUINCY 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.

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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FLORIDA
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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.

Executed this 24th day of February, 1989.

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By Lyle S. Cochran
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By A. S. Sullivan
Assistant Vice President

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SUPPLEMENT 5

Issued January 12, 1987

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Quincy Telephone Company, Quincy, 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 Costs	\$ 544,420
1985 Preliminary Settlements	\$ 711,074
Net Due Bell	\$ 166,654

Upon the execution of this supplement Bell will debit the account of Quincy in the amount of \$166,654 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 *2nd day of February, 1987.*

WITNESS:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By *Lela D. Carlin*
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By *J. Brown*
Assistant Vice President

000635

SUPPLEMENT 4

Issued February 5, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Quincy Telephone Company, Quincy, Florida, and Southern Bell Telephone and Telegraph Company. It supersedes Supplement Number 3, issued December 20, 1985.

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	\$1,247,300
1984 Preliminary Settlements	<u>\$1,385,173</u>
Net Due Bell	\$ 137,873

Upon the execution of this supplement Bell will debit the account of Quincy in the amount of \$137,873 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 March, 1986.

WITNESS:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By Lila R. Cochran
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By J. Brown
Assistant Vice President

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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 Quincy Telephone Company, Quincy, 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	\$1,247,300
1984 Preliminary Settlements	<u>\$1,775,174</u>
Net Due Bell	\$ 245,166

Upon the execution of this supplement Bell will debit the account of Quincy in the amount of \$245,166 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:

QUINCY TELEPHONE COMPANY

Helen M. Porter

By

Lita D. Carlini
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

An Barbey

By

J. Brown
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, 1985.

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 QUINCY 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 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 19 85 23rd day of December ,

Witness:

Suzanne Garfoot

QUINCY TELEPHONE COMPANY

By Donald R Brown
President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. CO.

By JJ Brown
Assistant Vice President

000640

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 QUINCY 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.

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
December , 1985 .

23rd

day of

Witness:

Eugene L. Harfoot

QUINCY TELEPHONE COMPANY

By

Donald Brown
President Chm.

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. CO.

By

J. J. Brown
Assistant Vice President

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 QUINCY 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

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>End Office</u>	<u>End Office Company % Ownership</u>	<u>POP Company % Ownership</u>
AT&T-Communications	Havana	50	50

II. RECORDING AND MESSAGE PROCESSING

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

Executed the 28th day of December, 19 85 .

Witness:

QUINCY TELEPHONE COMPANY

Suzanne Layfoot

By

Donal Brown
President Chm.

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Am Barkley

By

J. Brown
Assistant Vice President

000643

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 QUINCY 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.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 intent of separations, principles and procedures as incorporated into Part 67 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 23rd day of December, 1985.

Witness:

Shirley L. Galt

QUINCY TELEPHONE COMPANY

By

Donald R. Brown
President - Chm.

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. CO.

By

J. J. Broom
Assistant Vice President

000646

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 QUINCY 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 to the Basic Agreement. 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.

I. 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 8th day of MAY, 1984.

Witness:

QUINCY TELEPHONE COMPANY

Donald Brown

By Lila D. Carlin
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

A. H. Alley

By R. J. Burns
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 QUINCY 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.

1. 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. 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 with the exception of that portion of official stations attributable to Intrastate Access Service.

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 8th day of May, 1984.

Witness:

QUINCY TELEPHONE COMPANY

Donald Brown

By

Lib D. Carlin
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

J. H. Alley

By

R. J. Burns
Assistant Vice President

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

Issued August 7, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Quincy 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	\$69,396
1990 Preliminary Settlements	\$58,200
Net Due Quincy	\$11,196

Upon the execution of this supplement Bell will credit the account of Quincy in the amount of \$11,196 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 3rd day of October, 1991.

Witness:

QUINCY TELEPHONE COMPANY

James K. Watson

By *Lyle D. Cochran*
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By *W. J. Smith*
Assistant Vice President

000656

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 Quincy 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	\$ 58,619
1989 Preliminary Settlements	19,548
Net Due Quincy	\$ 39,071

Upon the execution of this supplement Bell will credit the account of Quincy in the amount of \$39,071 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 2nd day of October, 1990.

Witness:

QUINCY TELEPHONE COMPANY

Dianne L. Watson

By

Lila L. Colvin
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Norothy Bennett

By

C. J. F. R.
Assistant Vice President

000657

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.

Huney Telephone Company
Company

L. V. Cochran
Name/Title President

8/21/90
Date

SOUTHERN BELL

[Signature]
Name/Title
Operations Manager

8/27/90
Date

000658

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

Issued August 31, 1989

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Quincy 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 to 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	\$ 18,725
1988 Preliminary Settlements	\$ 11,000
Net Due Quincy	\$ 7,725

Upon the execution of this supplement Bell will credit the account of Quincy in the amount of \$7,725 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:

Dianne Watson

QUINCY TELEPHONE COMPANY

By L. E. Cedar
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By M. R. R. R. R.
Assistant Vice President

000659

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 QUINCY TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called Quincy, 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 Quincy under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Quincy. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. QUINCY EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and Quincy 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 Quincy 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 12th day of
October , 19 88 .

Witness:

QUINCY TELEPHONE COMPANY

Fred Parker

By L. D. Cochran
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Norathy Bennett

By [Signature]
Assistant Vice President

000661

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 QUINCY TELEPHONE COMPANY, hereinafter called Quincy, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Quincy 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. Quincy 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 Quincy; plus
 - 3. An amount to give Quincy 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 Quincy 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 Quincy; less

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2. The net of Quincy'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 Quincy 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 Quincy. 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 Quincy 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. Quincy 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, Quincy and Southern Bell shall establish a schedule for the exchange of data required to enable Quincy to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise Quincy 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 Quincy failed to meet its obligations:

1. Any retroactive compensation amount due Quincy 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 Quincy 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 Quincy books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Quincy 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 Quincy 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.

Quincy 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 Quincy 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 Quincy 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 12th day of October, 19 88 .

Witness:

QUINCY TELEPHONE COMPANY

Fred Parker

By L. E. Carlin
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

000666

SUPPLEMENT NO. 1
TO
ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION

REVISED ATTACHMENT 1
TO EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective July 1, 1990

Attached to and made a part of ANNEX XXIX, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between QUINCY TELEPHONE COMPANY 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 Quincy payments to Southern Bell:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC's</u>		<u>TOTAL</u>
		<u>TERM (MTS/WATS)</u>	<u>ORIG (800)</u>	
Panama City	CHPLFLJA	9	1	10
	GCVLFLMA	9	1	10
	HAVNFLMA	21	1	22
	LYHNFLOH	9	2	11
	PCBHFLNT	10	1	11
	PNCYFLCA	6	1	7
	PNCYFLMA	37	1	40
	SYHSFLCC	1	1	2
	VERNFLMA	4	1	5
	YNFNFLMA	6	2	8
Total		112	14	126

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II. For Southern Bell payments to Quincy:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC's</u>		<u>TOTAL</u>
		<u>TERM (MTS/WATS)</u>	<u>ORIG (800)</u>	
Panama City	GNBOFLXA	40	1	41
	GRETFLXA	10	0	10
	QNCYFLXA	<u>136</u>	<u>3</u>	<u>139</u>
Total		186	4	190

Executed the 6th day of August , 1990 .

Witness:

QUINCY TELEPHONE COMPANY

Liane K. Tolson

By Lila S. Corliss
President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By C. M. [Signature]
Assistant Vice President
fa

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 QUINCY TELEPHONE COMPANY, a corporation organized under the laws of the State of Florida, (herein called "Quincy"), 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 Quincy 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.

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.

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- 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 5th day of December, 1989.

Witness:

And L. Parker

QUINCY TELEPHONE COMPANY

By

Lila Q. Carlin
President

Witness:

Sarah P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

000671

By

[Signature]
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 QUINCY 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.

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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 5th day of December , 1989

Witness:

QUINCY TELEPHONE COMPANY

Frederic L. Parker

By

Lyle D. Corbin
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

C. J. [Signature]
Assistant Vice President
for

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 QUINCY 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 Quincy payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Panama City	CHPLFLMA	29	1	30
	GCVLFLMA	22	1	23
	HAVNFLMA	48	2	50
	LYHNFLOH	35	1	36
	PCBHFLNT	33	1	34
	PNCYFLCA	35	1	36
	PNCYFLMA	109	6	115
	SYHSFLMA	7	1	8
	VERNFLMA	7	1	8
	YNFNFLMA	9	1	10
	Total	334	16	350

II. For Southern Bell payments to Quincy:

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Panama City	GNBOFLXA	163	4	167
	GRETFLXA	123	3	126
	QNCYFLXA	631	13	644
	Total	917	20	937

Executed the 5th day of December, 1989.

Witness:

QUINCY TELEPHONE COMPANY

Fred L. Parker

By

Mike D. Cochran
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy P. Bennett

000675

By

[Signature]
Secretary

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 QUINCY TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Quincy shall pay Southern Bell the following percentage of the local transport or intertoll trunking payments received from the company(ies) shown:

PANAMA CITY LATA

<u>Sending Company</u>	<u>%</u>	<u>of</u>
Centel	73	Intertoll Trunking
St. Joseph	70	Intertoll Trunking

Executed the 5th day of December, 1989.

Witness:

Fred L. Parker

QUINCY TELEPHONE COMPANY

By Lila D. Carlin
President

Witness:

Anthony P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President
for

000676

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: September 14, 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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

This Supplement, which is issued to recognize the addition of Annexes XXIII 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 X - IntraLATA Joint Provisioning
- Annex XI - Accounting Services
- Annex XV - Access Service Provisioning
- 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

ST. JOSEPH/SOUTHERN BELL
FLORIDA
BASIC, SUP. 9, EXH. A

Page 2 of 2

Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange
Private Line Service

Annex XXIX - Modified Access-Based Compensation for Intrastate
IntraLATA Toll Services

Executed the 14th day of September, 1988.

Witness:

Frank F. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

Norothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000678

SUPPLEMENT NO. 8
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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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 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:

[Signature]

ST. JOSEPH TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000685

SUPPLEMENT NO. 7
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, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

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

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Alligator Pt.	Port St. Joe	Panama City	8063;1899	A point in St. Joe's
Altha	Port St. Joe	Panama City	8063;1899	manhole approximately
Appalachicola	Port St. Joe	Panama City	8063;1899	100 feet south of the
Blountstown	Port St. Joe	Panama City	8063;1899	south approach to the
Bristol	Port St. Joe	Panama City	8063;1899	DuPont bridge in
Carrabelle	Port St. Joe	Panama City	8063;1899	Tyndall AFB.
Chattahoochee	Port St. Joe	Panama City	8063;1899	
Eastpoint	Port St. Joe	Panama City	8063;1899	
Hosford	Port St. Joe	Panama City	8063;1899	
Port St. Joe	Port St. Joe	Panama City	8063;1899	
The Beaches	Port St. Joe	Panama City	8063;1899	
Tyndall AFB	Panama City	Panama City	8063;1899	
Wewahitchka	Port St. Joe	Panama City	8063;1899	

Executed this 15th day of October, 1987.

Witness:

Lois D. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000686

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED
EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: June 1, 1987

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the rehoming of Tyndall AFB from Southern Bell to St. Joseph.

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>
Port St. Joe and tributary offices	All Points	All traffic recording, identification and operator functions.

Executed this 27th day of July, 1987.

Witness:

ST JOSEPH TELEPHONE AND
TELEGRAPH COMPANY

Sean B. Stevens

By

[Signature]
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

[Signature]

By

[Signature]
Assistant Vice President

000687

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT
REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective June 1, 1987

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the transfer of Panama City-Port St. Joe circuits from microwave to fiber facility route.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION V/H Coord.	DESCRIPTION
Alligator Pt.	Port St. Joe	Panama City	8063;1899	A point in St. Joe's- manhole approximately 100 feet south of the south approach to the DuPont bridge in Tyndall AFB.
Altha	Port St. Joe	Panama City	8063;1899	
Appalachicola	Port St. Joe	Panama City	8063;1899	
Blountstown	Port St. Joe	Panama City	8063;1899	
Bristol	Port St. Joe	Panama City	8063;1899	
Carrabelle	Port St. Joe	Panama City	8063;1899	
Chattahoochee	Port St. Joe	Panama City	8063;1899	
Eastpoint	Port St. Joe	Panama City	8063;1899	
Hosford	Port St. Joe	Panama City	8063;1899	
Port St. Joe	Port St. Joe	Panama City	8063;1899	
The Beaches	Port St. Joe	Panama City	8063;1899	
Tyndall AFB	Panama City	Panama City	8063;1899	
Wewahitchka	Port St. Joe	Panama City	8063;1899	

Wakulla Spgs. Tallahassee not associated with a Bell LATA Does Not Apply

Executed this 27th day of July, 1987.

Witness:

James B. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000688

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 27, 1987

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

This Supplement, which is issued to recognize the cancellation of Annexes IX and XVI and the addition of Annex XXIV, 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~~ 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 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

Executed the 27th day of July, 1987.

Witness:

Dean B. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000690

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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 - 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 20th day of October, 1986.

Witness:

Dean G. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000692

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT
REVISED
EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective July 1, 1985

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to recognize the addition of Annex XVII, Secondary Directory Assistance.

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

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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 XVII - Secondary Directory Assistance

Executed the 2ND day of February, 1987.

Witness:

[Signature]

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT
REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 17, 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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Alligator Pt.	Port St. Joe	Panama City	8044; 1841	Midpoint between St. Joe's micro-wave tower at Mitchell and the Bell Company's microwave tower at Mule Creek.
Altha	Port St. Joe	Panama City	8044; 1841	
Appalachicola	Port St. Joe	Panama City	8044; 1841	
Blountstown	Port St. Joe	Panama City	8044; 1841	
Bristol	Port St. Joe	Panama City	8044; 1841	
Carrabelle	Port St. Joe	Panama City	8044; 1841	
Chattahoochee	Port St. Joe	Panama City	8044; 1841	
Eastpoint	Port St. Joe	Panama City	8044; 1841	
Hosford	Port St. Joe	Panama City	8044; 1841	
Port St. Joe	Port St. Joe	Panama City	8044; 1841	
The Beaches	Port St. Joe	Panama City	8044; 1841	
Wewahitchka	Port St. Joe	Panama City	8044; 1841	
Tyndall AFB	Panama City	Panama City	8063; 1899	A point in St. Joe's manhole approximately 100 feet south of the south approach to the DuPont bridge in Tyndall AFB.

Wakulla Spgs. Tallahassee not associated with a Bell LATA Does Not Apply

Executed this 8th day of May, 19 85.

Witness:

ST. JOSEPH TEL. & TEL. COMPANY

Dean Stevens

By

[Signature]
Vice President and General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

[Signature]

By

[Signature]
Assistant Vice President

000695

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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.

- 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 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.

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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.

000703

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the 7th day of January, 1984.

Witness:

[Signature]

ST. JOSEPH TEL. AND TEL. COMPANY

By

[Signature]
Vice President

Witness:

[Signature]

SOUTHERN BELL TEL. AND TEL. COMPANY

By

[Signature]
Assistant Vice President

000704

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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:

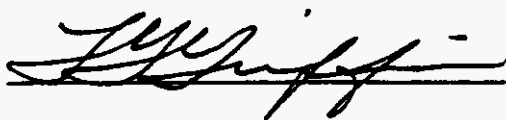
- Annex I - Intrastate IntraLATA/Intra-Market Toll Services
- Annex II - Intrastate IntraLATA/Intra Market Toll Services
{Average Schedule} Not applicable.
- Annex III - Intrastate Access Revenue Distribution
- Annex IV - Interstate Joint Access Revenue Distribution
- Annex V - Extended Area Service
- 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

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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

Executed the 7th day of January, 1984

Witness:

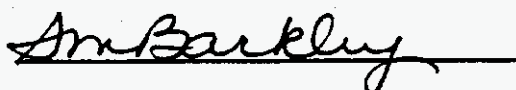


ST JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By



Vice President and General Manager

Witness:



SOUTHERN BELL TEL. & TEL. COMPANY

By


Assistant Vice President

000706

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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.

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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

000708

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.

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 7th

day of January

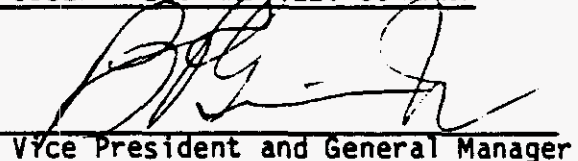
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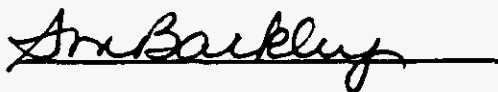


ST. JOSEPH TEL. AND TEL. COMPANY

By



Vice President and General Manager

Witness:



SOUTHERN BELL TEL. AND TEL. COMPANY

By


Assistant Vice President
Bell-Independent Relations

000712

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

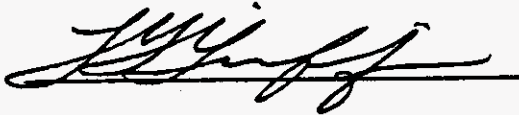
IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Alligator Pt.	Port St. Joe	Panama City	8044; 1841	Midpoint between St. Joe's microwave tower at Mitchell and the Bell Company's microwave tower at Mule Creek.
Altha	Port St. Joe	Panama City	8044; 1841	
Appalachicola	Port St. Joe	Panama City	8044; 1841	
Blountstown	Port St. Joe	Panama City	8044; 1841	
Bristol	Port St. Joe	Panama City	8044; 1841	
Carrabelle	Port St. Joe	Panama City	8044; 1841	
Chattahoochee	Port St. Joe	Panama City	8044; 1841	
Eastpoint	Port St. Joe	Panama City	8044; 1841	
Hosford	Port St. Joe	Panama City	8044; 1841	
Port St. Joe	Port St. Joe	Panama City	8044; 1841	
The Beaches	Port St. Joe	Panama City	8044; 1841	
Wewahitchka	Port St. Joe	Panama City	8044; 1841	
Tyndall AFB	Panama City	Panama City	8059; 1941	A point in the Bell Company's manhole No. D-3 at the intersection of Government St. and Luverne Ave. in Panama City.
			or, 8063; 1903	Midpoint between St. Joe's microwave tower at Tyndall AFB and the Bell Company's microwave tower at Panama City.
			or, 8067; 1923	Midpoint between St. Joe's microwave tower at Tyndall AFB and the Bell Company's microwave tower at West Bay.

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<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>	<u>POINTS OF CONNECTION</u>	
			<u>V/H Coord.</u>	<u>DESCRIPTION</u>
Wakulla Spgs.	Tallahassee	not associated with a Bell LATA	Does Not Apply	

Executed this 7th day of January, 19 84 .

Witness:

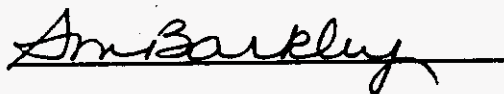


ST. JOSEPH TEL. AND TEL. COMPANY

By



Vice President and General Manager

Witness:



SOUTHERN BELL TEL. AND TEL. COMPANY

By


Assistant Vice President
Bell-Independent Relations

000714

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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>
Tyndall AFB	All Points	Automatic Number Identification (ANI).
Port St. Joe and tributary offices	All Points	All traffic recording functions; all identification and operator functions.

Executed this 7th day of January, 19 84.

Witness:

ST. JOSEPH TEL. AND TEL. COMPANY

[Signature]

By

[Signature]
Exec. Vice President & General Manager

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

[Signature]

By

[Signature]
Assistant Vice President
Bell-Independent Relations

000715

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY 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 when Southern Bell performs IBC functions and Single Bill/Single Tariff when St. Joseph performs IBC functions. 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...

Executed this 2nd day of April, 1992.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By John H. Gander
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W. L. Smith
Assistant Vice President

000716

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY (hereinafter "St. Joseph") 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:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

Sean G. Stevens

By John W. Vanclo
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carathy Bennett

By C. J. Latta
Assistant Vice President
fa

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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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY 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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ST. JOSEPH/SOUTHERN BELL
FLORIDA
ANNEX III, SUP. 6
AMENDMENT
03-28-90
Page 2 of 2

In addition, the following paragraph 8 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 2nd day of May, 1990.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH
COMPANY

Tim B. Stevens

By

John A. Vanden
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Gerrit P. Bennett

By

William H. Rodgers, Jr.
Assistant Vice President
for

000719

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY (hereinafter "St. Joseph") 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 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 St. Joseph is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and St. Joseph 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 17th day of January, 1989.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

John H. Wagon

By

J. J. Belen
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

W. B. Sullivan
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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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.

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.

Executed this 17th day of January, 1989.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

John A. Vande

By

J. Belin
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By

W. B. Smith
Assistant Vice President

SUPPLEMENT 4

Issued December 29, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between St. Joseph Telephone and Telegraph Company, Port St. Joe, 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:

	INTERLATA ACCESS
1985 Study Costs	\$1,318,580
1985 Preliminary Settlements	\$1,989,870
Net Due Bell	\$ 671,290

Upon the execution of this supplement Bell will debit the account of St. Joseph in the amount of \$671,290 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 *12th* day of *January*, *1987*

WITNESS:

SAINT JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000725

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 St. Joseph Telephone and Telegraph Company, Port St. Joe, 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	\$3,924,076
1984 Preliminary Settlements	<u>2,987,113</u>
Net Due St. Joseph	\$ 936,963

Upon the execution of this supplement Bell will credit the account of St. Joseph in the amount of \$936,963 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:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Ever E. Stevens

By

[Signature]
Executive Vice President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By

[Signature]
Assistant Vice President

000726

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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 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:

Lisa B. Stevens

Witness:

Am Barkley

ST. JOSEPH TEL. & TEL. COMPANY

By

[Signature]
Vice President

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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.

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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
August , 19 85 .

30th day of

Witness:

John G. Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By

[Signature]
Vice President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. CO.

By

[Signature]
Assistant Vice President

ANNEX III

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated July 1, 1985 between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY AND SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

The following Compensation amounts shall apply for the provision of 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>
Panama City (PNCYFLMA)	Tyndall AFB (TAFBFLXA)	45	55

I. RECORDING AND MESSAGE PROCESSING

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

Executed the 30th day of August, 19 85 .

Witness:

Leon E. Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By

[Signature]
Vice President and General Manager

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By

[Signature]
Assistant Vice President

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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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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.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.

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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, 19 85.

Witness:

Leon D. Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By

[Signature]
Vice President

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. CO.

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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

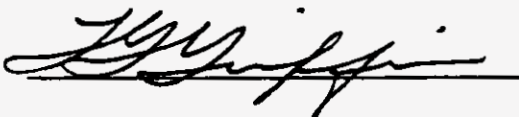
If either party connects to the facilities of the other party in any way other than as specifically provided herein, this Annex is subject to immediate termination by notice in writing.

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 7th day of January, 1984.

Witness:

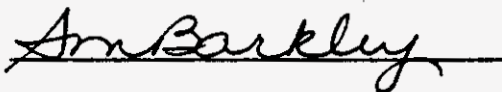


ST. JOSEPH TEL. AND TEL. COMPANY

By


Vice 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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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. 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.

- 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 7th day of January, 1984.

Witness:

ST. JOSEPH TEL. AND TEL. COMPANY

[Signature]

By

[Signature]
VICE President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

[Signature]

By

R. T. Burns
Assistant Vice President

000744

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

Issued September 19, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between St. Joseph Telephone & Telegraph 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	\$210,643
1990 Preliminary Settlements	\$228,000
Net Due Southern Bell	\$ 17,357

Upon the execution of this supplement Southern Bell will debit the account of St. Joseph in the amount of \$17,357 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1991.

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:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

Frederic E. Stevens

By *John A. Vagle*
VICE PRESIDENT

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By *WC Santa*
Assistant Vice President

000745

SUPPLEMENT NO. 2
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 January 1, 1988, between St. Joseph Telephone and Telegraph 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	\$228,890
1989 Preliminary Settlements	255,611
Net Due Bell	\$ 26,721

Upon the execution of this supplement Bell will debit the account of St. Joseph in the amount of \$26,721 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:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

Dean B. Stevens

By John M. Vangel
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [Signature]
Assistant Vice President

000746

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.

St. Joseph Telephone & Telegraph Co.
Company

John H. Vandyke Vice President
Name/Title

August 17, 1990
Date

SOUTHERN BELL

Tommy R. Ralston, Jr.
Name/Title
Operation Manager

8/27/90
Date

000747

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 St. Joseph Telephone and Telegraph 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	\$238,955
1988 Preliminary Settlements	\$203,000
Net Due St. Joseph	\$ 35,955

Upon the execution of this supplement Bell will credit the account of St. Joseph in the amount of \$35,955 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 9th day of October, 1989.

WITNESS:

ST. JOSEPH TELEPHONE AND
TELEGRAPH COMPANY

By John H. Vaughan
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By Gerard Bennett
Assistant Vice President

000748

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Florida, herein called St. Joseph, 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 St. Joseph under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by St. Joseph. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. ST. JOSEPH EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and St. Joseph 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 St. Joseph 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, 19 88 .

Witness:

ST. JOSEPH TELEPHONE AND
TELEGRAPH COMPANY

FG Stevens

By

[Signature]
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By

[Signature]
Assistant Vice President

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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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, hereinafter called St. Joseph, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which St. Joseph 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. St. Joseph 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 St. Joseph; plus
 3. An amount to give St. Joseph 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 St. Joseph 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 St. Joseph; less

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2. The net of St. Joseph'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 St. Joseph 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 St. Joseph. 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 St. Joseph 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. St. Joseph 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, St. Joseph and Southern Bell shall establish a schedule for the exchange of data required to enable St. Joseph to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise St. Joseph 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 St. Joseph failed to meet its obligations:

1. Any retroactive compensation amount due St. Joseph 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 St. Joseph 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 St. Joseph books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. St. Joseph 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 St. Joseph 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.

St. Joseph 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 St. Joseph 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 St. Joseph 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:

ST. JOSEPH TELEPHONE AND
TELEGRAPH COMPANY




By


Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



By


Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XXIX
MODIFIED ACCESS-BASED COMPENSATION

REVISED ATTACHMENT 1
TO EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective August 1, 1990

Attached to and made a part of ANNEX XXIX, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY 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 St. Joseph payments to Southern Bell:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC's</u>
Panama City	CHPLFLJA	56
	GCVLFLMA	26
	HAVNFLMA	38
	LYHNFLOH	142
	PCBHFLNT	126
	PNCYFLCA	102
	PNCYFLMA	802
	SYHSFLCC	6
	VERNFLMA	16
	YNFNFLMA	36
	Total	

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FLORIDA
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08-01-90
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II. For Southern Bell payments to St. Joseph:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC's</u>
Panama City	ALTHFLXA	84
	APLCFLXA	125
	ARNFLXA	3
	BLTWFLXA	190
	BRSTFLXA	54
	CHTHFLXA	50
	CRBLFLXA	32
	ESPNFLXA	63
	HSFRFLXA	14
	PTSJFLXA	363
	TAFBFLXA	140
	THBHFLXA	176
	WWHTFLXA	<u>237</u>
Total		1531

Executed the 9th day of July , 1990 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

Earl G. Stevens

By [Signature]
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Gentry Bennett

By [Signature]
Assistant Vice President

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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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Florida, (herein called "St. Joseph"), 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 St. Joseph 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, 1988.

Witness:

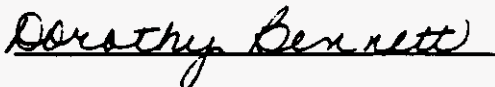


ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By


Executive Vice President

Witness:



SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By


Assistant Vice President

000760

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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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.

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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 (BHMO) 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 14th day of September , 1988

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

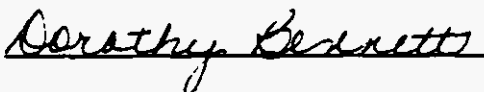


By


Executive Vice 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 ST. JOSEPH TELEPHONE AND TELEGRAPH 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 St. Joseph payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Panama City	CHPLFLMA	193	1	194
	GCVLFLMA	83	3	86
	HAVNFLMA	143	1	144
	LYHNFLOH	262	1	263
	PCBHFLNT	266	9	275
	PNCYFLCA	233	3	236
	PNCYFLMA	1023	34	1057
	SYHSFLMA	24	1	25
	VERNFLMA	82	1	83
	YNFNFLMA	82	3	85
Total		2391	57	2448

II. For Southern Bell payments to St. Joseph:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Panama City	ALTHFLXA	214	4	218
	APLCFLXA	326	6	332
	ARNFLXA	38	1	39
	BLTWFLXA	436	8	444
	BRSTFLXA	214	4	218
	CHTHFLXA	308	6	314
	CRBLFLXA	136	2	138
	ESPNFLXA	182	3	185
	HSFRFLXA	63	1	64

II. For Southern Bell payments to St. Joseph (Cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOC's</u>		
		<u>TERM (MTS/WATS)</u>	<u>ORIG (800)</u>	<u>TOTAL</u>
Panama City	PTSJFLXA	649	12	661
	TAFBFLXA	180	3	183
	THBHFLXA	367	6	373
	WWHTFLXA	447	9	456
Total		3560	65	3625

Executed the 14th day of September, 1988.

Witness:

Frank J. Thomas

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Executive Vice President

Witness:

Sarahy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

St. Joseph 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>
Centel	51	Intertoll Trunking
Quincy Tel.	70	Intertoll Trunking

Executed the 14th day of September, 1988.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By *[Signature]*
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By *[Signature]*
Assistant Vice President

000766

SUPPLEMENT NO. 6
TO BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: November 4, 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 SOUTHLAND TELEPHONE COMPANY.

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 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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FLORIDA
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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 4th day of November, 1988.

Witness:

SOUTHLAND TELEPHONE COMPANY

Thomas E. Wolfe

By Jeffrey S. Bickel
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Cynthia Adams

By AB Sullivan
Assistant Vice President

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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 SOUTHLAND 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 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 G. Wolfe

SOUTHLAND TELEPHONE COMPANY

By [Signature]
President

WITNESS:

Gervethy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

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SUPPLEMENT NO. 4
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, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and SOUTHLAND 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 - Extended Area Service Agreement
- 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 XVII - Secondary Directory Assistance
Annex XIX - Distribution of Interstate Revenue and Usage Information for
Feature Group A Access Services

Executed the 16th day of September, 19 82.

Witness:

SOUTHLAND TELEPHONE COMPANY

Patsy Maholovich

By [Signature]
General Manager / PRESIDENT

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Am Barkley

By [Signature]
Assistant Vice President

SUPPLEMENT NO. 3
TO BASIC AGREEMENT
REVISED
EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective November 5, 1985

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 SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to recognize the addition of Annex XVII, Secondary Directory Assistance. Following is a current list of applicable Annexes to the identified Agreement:

- 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 Agreement
- ~~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 XVII - Secondary Directory Assistance

Executed the 24th day of July, 1986.

Witness:

Thomas E. Wages

SOUTHLAND TELEPHONE COMPANY

By *[Signature]*
General Manager

Witness:

W. L. Lusk

SOUTHERN BELL TEL. & TEL. COMPANY

By *[Signature]*
Assistant Vice President

SUPPLEMENT NO. 2
TO BASIC AGREEMENT
REVISED
EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: February 2, 1987

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 SOUTHLAND TELEPHONE COMPANY.

This Supplement issued to reflect the addition of Annex V - Extended Area Service, as an effective Annex under the terms of the identified agreement. Following is a current list of applicable Annexes to the Identified Agreement:

- 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
Not applicable.

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- | | |
|-----------------------|--|
| 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 |
| Annex XV | - Access Service Provisioning |
| Annex XVI | - Number Services |

Executed the 2nd day of February, 1987.

Witness:

Thomas E Wolf

SOUTHLAND TELEPHONE COMPANY

By [Signature]
President

Witness:

Ann Barkley

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: 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 SOUTHLAND TELEPHONE COMPANY.

This supplement is issued to recognize the cancellation of Annex XII, Exchange Access Facilities Lease. Following is a current list of applicable Annexes to the identified Agreement:

- 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

Executed the 6th day of September, 1984.

Witness:

Kimberly Whitehead

SOUTHLAND TELEPHONE COMPANY

By W. F. Conner
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By J. L. Lyle
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 SOUTHLAND TELEPHONE COMPANY, 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 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 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.

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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 9th day of January, 1984.

Witness:

SOUTHLAND TELEPHONE COMPANY

Stacy-Stranbridge

By

W. F. Cornman
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

K. D. Allen

By

R. T. Burns
Assistant Vice President

000792

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 SOUTHLAND 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

000793

- 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 9th day of January, 1984.

Witness:

Greg Handberg

SOUTHLAND TELEPHONE COMPANY

By

W. F. Corman
President

Witness:

Dr. H. W. W.

SOUTHERN BELL TEL. & TEL. COMPANY

By

R. J. ...
Assistant Vice President

000794

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 SOUTHLAND 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.

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 19 84 .

Witness:

SOUTHLAND TELEPHONE COMPANY

George H. ...

By

W. F. ...
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

E. D. ...

By

R. T. ...
Division Manager
Bell-Independent Relations

000800

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 SOUTHLAND TELEPHONE COMPANY.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION	
			V/H Coord.	DESCRIPTION
Molino	Pensacola	Pensacola	8112; 2241	A point at the N. E. corner of County Road #95A and State Road #184.
Davisville	Atmore, Ala.	Mobile		A point in Alabama between Southland Telephone Company and South Central Bell Telephone Company.
Walnut Hill	Atmore, Ala	Mobile		"

Executed this 9th day of January, 1984.

Witness:

SOUTHLAND TELEPHONE COMPANY

Gary Frankbridge

By

W. F. Comman
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

B. H. My

By

R. T. Bunn
Division Manager
Bell-Independent Relations

000801

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 SOUTHLAND 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>
Molino	All Points	Automatic Number Identification (ANI).

Executed this 9th day of January, 1984.

Witness:

SOUTHLAND TELEPHONE COMPANY

Jerry H. H. H. H.

By

W. F. Brown
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

S. H. H. H.

By

R. T. Brown
Division Manager
Bell-Independent Relations

000802

ADDENDUM TO CONTRACT BETWEEN

Southern Bell and Southland Telephone Company

It is expressly agreed by both parties that Southland's agreement to and signature of this contract is conditional upon full and adequate study and review, and is not to be viewed as establishing any permanent precedent or of prejudicing Southland's position in further negotiations.

Specifically, Southland has serious reservations about:

Annex I, Exhibit A, paragraph III, A, B & C.

Annex III, Exhibit A, paragraph III, A, B & C.

Southland's signature of this contract is completely null and void unless this addendum is included as part of the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the 9th day of January, 1984.

Witness:

[Signature]

SOUTHLAND TELEPHONE COMPANY

By

[Signature]
President

Witness:

[Signature]

SOUTHERN BELL TEL. & TEL. COMPANY

By

[Signature]
Assistant Vice President

000803

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 SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

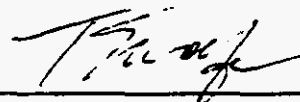
This Supplement is issued to reflect the implementation of Meet Point Billing for Intrastate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Intrastate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and SOUTHLAND TELEPHONE COMPANY (hereinafter "Southland") 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 11th day of October , 1990.

Witness:

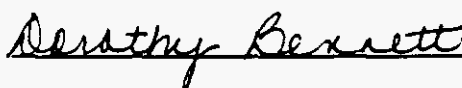
SOUTHLAND TELEPHONE COMPANY

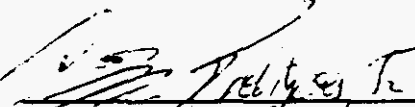


By 
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By 
Assistant Vice President
TL

000804

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 SOUTHLAND TELEPHONE COMPANY 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.

SOUTHLAND/SOUTHERN BELL
FLORIDA
ANNEX III, SUP. 7
AMENDMENT
03-28-90
Page 2 of 2

In addition, the following paragraph 8 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 2nd day of May, 1990.

Witness:

SOUTHLAND TELEPHONE COMPANY

Thomas E. Wilke

By [Signature]
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Gorothy R. Bennett

By [Signature]
Assistant Vice President
[Signature]

000806

SUPPLEMENT NO. 6
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective May 1, 1989

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION effective July 1, 1985, between SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to change the selected Meet Point Billing option to Single Bill/Single Tariff.

The first paragraph of 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/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)...

In addition, the final paragraph of Section I, A of Attachment 1 to the AMENDMENT shall be changed to read:

Compensation between companies reflecting the weighted percentages as described above shall be made monthly between the parties as appropriate.

Executed this 22nd day of May 19 89 .

Witness:

SOUTHLAND TELEPHONE COMPANY

Tom [Signature]

By [Signature]
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Norothy Bennett

By [Signature]
Assistant Vice President

000807

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 SOUTHLAND TELEPHONE COMPANY (hereinafter "Southland") 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

SOUTHLAND/SOUTHERN BELL
FLORIDA
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01-01-88
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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 Southland is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and Southland 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 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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ANNEX III, SUP. 5
AMENDMENT
01-01-88
PAGE 3 of 3

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 24th day of February, 1989.

Witness:

Thomas F. Wolfe

SOUTHLAND TELEPHONE COMPANY

By [Signature]
General Manager - PRESIDENT

Witness:

Kathryn Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

000810

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 SOUTHLAND 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.

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

000811

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ANNEX III, SUP. 5
AMENDMENT, ATT. 1
01-01-88
PAGE 2 of 2

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 24th day of February, 1989.

Witness:

Thomas E. Wolfe

SOUTHLAND TELEPHONE COMPANY

By Jeff McElree
General Manager - President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By AB Jurell
Assistant Vice President

000812

SUPPLEMENT 4

Issued March 5, 1987

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Southland Telephone Company, Atmore, 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 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	\$ 83,955
1985 Preliminary Settlements	70,087
Net Due Southland	\$ 13,868

Upon the execution of this supplement Bell will credit the account of Southland in the amount of \$13,868 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 *26th* day of *March*, 1987.

WITNESS:

SOUTHLAND TELEPHONE COMPANY

Thomas S. [Signature]

By *[Signature]*
General Manager

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Ann Barkley

By *[Signature]*
Assistant Vice President

000813

SUPPLEMENT 3

Issued November 18, 1985

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Southland Telephone Company, Atmore, 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	\$ 157,611
1984 Preliminary Settlements	194,718
Net Due Bell	\$ 37,107

Upon the execution of this supplement Bell will debit the account of Southland Telephone Company in the amount of \$37,107 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 23rd day of December 1985.

WITNESS:

SOUTHLAND TELEPHONE COMPANY

Thomas E. Wolfe

By Jeffrey M. St. John
General Manager

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Sam Barkley

By J. Brooks
Assistant Vice President

000814

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 SOUTHLAND TELEPHONE COMPANY, 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 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 30th day of August, 19 85 .

Witness:

SOUTHLAND TELEPHONE COMPANY

[Signature]

By [Signature]
President/General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

[Signature]

By

[Signature]
Assistant Vice President

000817

ANNEX III

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 SOUTHLAND 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.

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:

SOUTHLAND TELEPHONE COMPANY

[Signature]

By *[Signature]*
President/general manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

[Signature]

By *[Signature]*
Assistant Vice President

ANNEX III
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 SOUTHLAND 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

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>End Office</u>	<u>End Office Company % Ownership</u>	<u>POP Company % Ownership</u>
AT&T-Communications POP at Pensacola	Molino	39	61

II. RECORDING AND MESSAGE PROCESSING

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

Executed the 30th day of August, 19 85 .

Witness:

SOUTHLAND TELEPHONE COMPANY

[Signature]

By *[Signature]*
President General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

[Signature]

By *[Signature]*
Assistant Vice President

000820

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 SOUTHLAND TELEPHONE COMPANY, 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.

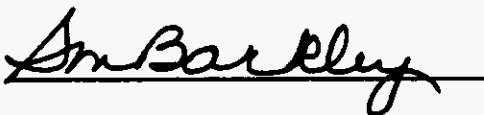
Witness:



SOUTHLAND TELEPHONE COMPANY

By 
President/General Manager

Witness:



SOUTHERN BELL TEL. & TEL. CO.

By 
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 SOUTHLAND TELEPHONE COMPANY, 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
January, 19 84 .

Witness:

Long Stronbridge

SOUTHLAND TELEPHONE COMPANY

By

W. F. Gorman
President

Witness:

B. H. Clegg

SOUTHERN BELL TEL. & TEL. COMPANY

By

R. T. Brown
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 SOUTHLAND 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

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 9th day of January, 1984.

Witness:

SOUTHLAND TELEPHONE COMPANY

George Hanbridge

By

W. F. Comer

President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

A. H. May

By

R. T. Burns

Assistant Vice President

000832

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 Southland 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	\$4,716
1990 Preliminary Settlements	\$3,000
Net Due Southland	\$1,716

Upon the execution of this supplement Bell will credit the account of Southland in the amount of \$1,716 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:

SOUTHLAND TELEPHONE COMPANY

Thomas E. Levy

By

John A. Smith
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By

WC Smith
Assistant Vice President

000833

SUPPLEMENT NO. 2
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 January 1, 1988, between Southland 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	\$3,471
1989 Preliminary Settlements	2,800
Net Due Southland	\$ 671

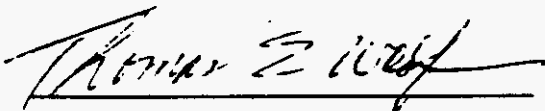
Upon the execution of this supplement Bell will credit the account of Southland in the amount of \$671 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

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 12th day of September, 1990.

Witness:


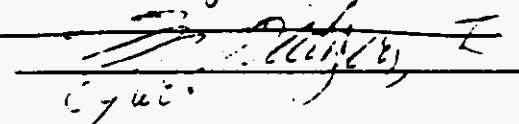
SOUTHLAND TELEPHONE COMPANY




BY 
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

BY 
Assistant Vice President

000834

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.

SOUTHLAND

Company

Tim Webb / Finance Director

Name/Title

8/21/90

Date

SOUTHERN BELL

C. M. Rodgers, Jr. Operations Manager

Name/Title

11/19/90

Date

000835

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 Southland 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	\$2,731
1988 Preliminary Settlements	\$1,000
Net Due Southland	\$1,731

Upon the execution of this supplement Bell will credit the account of Southland in the amount of \$1,731 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 9th day of October, 1989.

WITNESS:

Thomas E. Wolfe

SOUTHLAND TELEPHONE COMPANY

By [Signature]
President

WITNESS:

Scrutiny Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

000836

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 SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, herein called Southland, 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 Southland under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Southland. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. SOUTHLAND EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and Southland 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 Southland 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:

SOUTHLAND TELEPHONE COMPANY

Thomas S. Wilke

By [Signature]
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Norathyn 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 SOUTHLAND TELEPHONE COMPANY, hereinafter called Southland, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Southland 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. Southland 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 Southland; plus
 - 3. An amount to give Southland 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 Southland 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 Southland; less

2. The net of Southland'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 Southland 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 Southland. 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 Southland 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. Southland 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, Southland and Southern Bell shall establish a schedule for the exchange of data required to enable Southland to complete the study within six (6) months following the close of the study period.

- B. Southern Bell shall advise Southland 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 Southland failed to meet its obligations:

1. Any retroactive compensation amount due Southland 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 Southland 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 Southland books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Southland and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

In the absence of mutually agreeable Southland 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.

Southland 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 Southland 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 Southland 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:

SOUTHLAND TELEPHONE COMPANY

Thomas F. Holf

By Jeffrey M. Fier
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Norothy Bennett

By W. B. Stuenkel
Assistant Vice President
W

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Southern Bell

C. M. Rodgers, Jr.
Operations Manager - Industry Relations/
Special Assistance Bureau

150 W. Flagler Street, Suite 2015
Miami, Florida 33130
(305) 530-5480

August 17, 1990
File No. 198.0520.11-A

Mr. Jeff L. McGehee
President/General Manager
Southland Telephone Company
Post Office Box 37
Atmore, Alabama 36504-0037

Dear Mr. McGehee:

Our letter dated March 29, 1990 forwarded calculations revising BHMOC levels for Bell payments to Southland under the MABC plan. As of this date we have not received your BHMOC calculations for Southland payments to Bell.

We are most interested in setting an October 1, 1990 date to begin payment at the new levels. Since BHMOC are paid in advance the new levels need to be reflected in our September, 1990 MABC statement.

Updated BHMOC calculations for Bell payments to Southland will be forwarded in mid-September, and the September MABC statement will reflect those updated levels.

In order to accomplish the above and lacking data from your company, it is our intent to cancel Attachment 1 to Exhibit A under Annex XXIX, Modified Access Based Compensation for Intrastate IntraLATA Toll Service effective October 1, 1990.

Yours very truly,

Operations Manager
Industry Relations

RRM:bmh

bcc: Barlow Keener
Tom Lohman
Dorothy Bennett ✓

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 SOUTHLAND TELEPHONE COMPANY, a corporation organized under the laws of the State of Alabama, (herein called "Southland"), 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 Southland 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 4th day of November , 1988 .

Witness:

Thomas C. Greife

SOUTHLAND TELEPHONE COMPANY

By

Jeffrey M. [Signature]
President

Witness:

Justin Plante

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
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 SOUTHLAND 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 4th day of November, 1988.

Witness:

SOUTHLAND TELEPHONE COMPANY

Thomas J. Drake

By [Signature]
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]

By [Signature]
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 SOUTHLAND 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 Southland payments to Southern Bell:

<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	CNTMFLLE	N.A.	N.A.	N.A.
	GLBRFLMC	20	0	20
	HLNVFLMA	4	0	4
	JAY FLMA	2	0	2
	MLTNFLRA	42	0	42
	MNSNFLMA	11	0	11
	PACEFLPV	38	0	38
	PNSCFLBL	N.A.	N.A.	N.A.
	PNSCFLFP	N.A.	N.A.	N.A.
	PNSCFLHC	N.A.	N.A.	N.A.
	PNSCFLPB	N.A.	N.A.	N.A.
	PNSCFLWA	N.A.	N.A.	N.A.
	Total	117	0	117

N.A. - Not Applicable - EAS Calling

II. For Southern Bell payments to Southland:

<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	MOLNFLXA	164	2	166

Executed the 4th day of November, 1988.

Witness:

Thomas T. Wolf

SOUTHLAND TELEPHONE COMPANY

By [Signature]
President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

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SUPPLEMENT NO. 6
TO
BASIC AGREEMENT
REVISED
EXHIBIT C

POINTS OF CONNECTION

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, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to add points-of-connection associated with leased facilities transiting United's area.

	<u>Latitude/ Longitude/</u>	<u>Vertical Horizontal</u>
1. Midpoint between United Telephone's microwave tower at Winter Garden and the Bell Company's microwave tower at Orlando.	28° 33' 15" 81° 28' 52"	7962 1050
2. A point or points at the boundary between United Telephone's exchange of Winter Garden and the Bell Company's exchange at Orlando.	28° 32' 52" 81° 31' 47"	7968 1058
3. A point or points at the boundary between United Telephone's exchange of Apopka and the Bell Company's exchange at Orlando.	28° 37' 31" 81° 28' 50"	7949 1058
4. A point or points at the boundary between Bell Company's exchange of Orlando and the United Telephone exchange at Winter Park.	28° 34' 55" 81° 22' 10"	7946 1035
5. A point or points at the boundary between Bell Company's exchange of Sanford and the United Telephone exchange at Winter Park (Altamonte Springs).	28° 43' 36" 81° 20' 11"	7916 1045

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	<u>Latitude/ Longitude/</u>	<u>Vertical Horizontal</u>
6. A point or points at the boundary between Bell Company's exchange of Deland and the United Telephone exchange at Orange City.	28° 58' 37" 81° 17' 58"	7865 1067
7. A point or points at the boundary between United Telephone's exchange of Orange City and the Bell Company's exchange at Debary.	28° 54' 10" 81° 18' 18"	7879 1060
8. A point or points at the boundary between United Telephone's exchange of Orange City (Deltona Lakes) and the Bell Company's exchange of Deltona.	28° 54' 10" 81° 13' 41"	7872 1047
9. A point or points at the boundary between United Telephone's exchange of Winter Park (Goldenrod) and the Bell Company's exchange of Oviedo.	28° 37' 33" 81° 14' 44"	7925 1019
10. A point or points at the boundary between United Telephone's exchange of Williston and the Bell Telephone's exchange of Bronson.	29° 24' 57" 82° 33' 25"	7906 1322
11. A point of connection in United Telephone's manhole located at the intersection of SR. 491 and Murray St. in Beverly Hills.	28° 55' 39" 82° 27' 28"	7989 1253
12. A point of connection at Southern Bell's Montbrook T-Carrier site located on US 41 3433 feet north of Highway 326 in the United Company's exchange of Williston.	29° 17' 36" 82° 26' 48"	7919 1291

	<u>Latitude/ Longitude/</u>	<u>Vertical Horizontal</u>
13. A point in United's Homosassa Springs central office located at 4465 So. Suncoast Blvd.	28° 47' 48" 82° 34' 29"	8024 1258
14. A point at the boundary between United's exchange of Ocala and ALLTEL Florida Inc.'s exchange of Citra, connecting to facilities leased by Southern Bell.	29° 21' 09" 82° 08' 38"	7878 1247

Executed this 22nd day of October , 1991 .

Witness:

UNITED TELEPHONE COMPANY
OF FLORIDA

Deis A. Batena

By

[Signature]
Vice President-Administration
and Marketing

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT
REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: April 7, 1989

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

This Supplement is issued to recognize the addition of Annexes XXI, XXV, XXVI, 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:

<u>ANNEX</u>	<u>NAME</u>
Annex I	- Intrastate IntraLATA/Intra-Market Toll Services
Annex III	- Intrastate Jointly Provided Access Services Revenues Distribution
Annex IV	- Interstate Jointly Provided Access Services Revenues 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 X	- Intralata Joint Provisioning
Annex XI	- Accounting Services
Annex XIV	- E911 Service
Annex XV	- Access Service Provisioning
Annex XVII	- Secondary Directory Assistance
Annex XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
Annex XXI	- E911 Data Base Services Agreement
Annex XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

UNITED/SOUTHERN BELL
BASIC, SUP. 4, EXH. A

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- Annex XXV - IntraLATA Interexchange Facilities Lease
- Annex XXVI - Derived Channel Alarm Transport Service
- Annex XXVIII - Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
- Annex XXIX - Modified Access-Based Compensation for Intrastate IntraLATA Toll Services

Executed this 7th day of April, 1989.

Witness:

Christine A. Burlakas

UNITED TELEPHONE COMPANY OF FLORIDA

R. E. King (for)

By Randy W. Osler
Vice President

FOR
AND
THROUGH

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W C Smith
Assistant Vice President

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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 UNITED 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. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by the customer and from which the customer obtains a mobile telephone number.
3. The BELL COMPANY means Southern Bell Telephone and Telegraph Company which is sometimes also referred to as "Southern Bell", or as "Bell".
4. 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, 1220 and 14021100 (Class B) minus the amounts recorded in Accounts 3100, 3500, 4100, and 4340. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by both parties.
5. 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.
6. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.
7. COMPANY means the Bell Company or the United Company or both, as the context shall require.
8. COMPENSATION is the amount of money due from the Bell Company to the United Company or from the United Company to the Bell Company for services and facilities provided under this Agreement.

9. EXCHANGE ACCESS FACILITIES are those facilities used in the origination or termination of Interstate and Intrastate telecommunications.
10. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or the United 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.
11. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
12. 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.
13. 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 United Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in monthly compensation as currently booked. Income taxes used in calculating Southern Bell's 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 a Company will be handled in the study consistent with the recording on that Company's books.
14. 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.

15. 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.
16. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
17. 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.
18. 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.)
19. 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.
20. 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.
21. 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.
22. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

23. 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.
24. 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 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.
25. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
26. 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.
27. 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.
28. MARKET AREA means a geographic area encompassing one or more local exchange areas within which the United Company may provide interexchange telecommunication services.
29. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
30. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
31. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
32. 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.

33. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
34. 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.
35. 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.
36. PARTY means the Bell company or the United Company or both, as the context shall require.
37. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
38. POINT OF INTERFACE (POI) means the physical connection at the demarcation point between the facilities used in providing access service and the facilities used in providing interLATA/inter-Market Area service. The POI establishes the operational responsibilities of a carrier providing inter-exchange service and a carrier providing access service.
39. 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.
40. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
41. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
42. REVENUES are amounts chargeable for telecommunication services enumerated in specific Annexes.
43. ROAMER means a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
44. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX service are located.

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45. 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.
46. 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.
47. The SYSTEM OF THE UNITED 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 United Company and excluding those leased by the United Company to others.
48. 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.
49. TRANSPORT means the facility from an end office to an interexchange carrier's Point of Interface.
50. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable of collection.
51. The UNITED COMPANY means United Telephone Company of Florida which is sometimes also referred to as "United".

Executed this 5th

day of April

1989 .

WITNESS:

Christine A. Burlakas

WITNESS:

Caroline Bennett

UNITED TELEPHONE COMPANY
OF FLORIDA

Randy W. Osler

By Randy W. Osler

Vice President

Administration

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

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By WR Smith

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT
REVISED
EXHIBIT C

POINTS OF CONNECTION

Effective December 28, 1988

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 UNITED TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to delete the points-of-connection for the Gainesville-Ocala radio, Goldenrod-Azalea Park, Ocala-Dunnellon, and Vista-United, which are no longer in use.

	<u>Latitude/ Longitude/</u>	<u>Vertical/ Horizontal</u>
1. Midpoint between United Telephone's microwave tower at Winter Garden and the Bell Company's microwave tower at Orlando.	28 33' 15" 81 28' 52"	7962 1050
2. A point or points at the boundary between United Telephone's exchange of Winter Garden and the Bell Company's exchange at Orlando.	28 32' 52" 81 31' 47"	7968 1058
3. A point or points at the boundary between United Telephone's exchange of Apopka and the Bell Company's exchange at Orlando.	28 37' 31" 81 28' 50"	7949 1058
4. A point or points at the boundary between Bell Company's exchange of Orlando and the United Telephone exchange at Winter Park.	28 34' 55" 81 22' 10"	7946 1035
5. A point or points at the boundary between Bell Company's exchange of Sanford and the United Telephone exchange at Winter Park (Altamonte Springs).	28 43' 36" 81 20' 11"	7916 1045
6. A point or points at the boundary between Bell Company's exchange of Deland and the United Telephone exchange at Orange City.	28 58' 37" 81 17' 58"	7865 1067
7. A point or points at the boundary between United Telephone's exchange of Orange City and the Bell Company's exchange at Debary.	28 54' 16" 81 18' 18"	7879 1060
8. A point or points at the boundary between United Telephone's exchange of Orange City (Deltona Lakes) and the Bell Company's exchange of Deltona.	28 54' 10" 81 13' 41"	7372 1047

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	<u>Latitude/ Longitude/</u>	<u>Vertical/ Horizontal</u>
9. A point or points at the boundary between United Telephone's exchange of Winter Park (Goldenrod) and the Bell Company's exchange of Oviedo.	28 37' 33" 81 14' 44"	7925 1019
10. A point or points at the boundary between United Telephone's exchange of Williston and the Bell Telephone's exchange of Bronson.	29 24' 57" 82 33' 25"	7906 1322
11. A point of connection in United Telephone's manhole located at the intersection of SR. 491 and Murray St. in Beverly Hills.	28 55' 39" 82 27' 28"	7989 1253
12. A point of connection at Southern Bell's Montbrook T-Carrier site located on US 41 3433 feet north of Highway 326 in the United Company's exchange of Williston.	29 17' 36" 82 26' 48"	7919 1291

Executed this 8th day of February, 1989.

Witness:

Christine A. Burlakas

UNITED TELEPHONE COMPANY OF FLORIDA

R. W. Osler
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

[Signature]
Assistant Vice President

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SUPPLEMENT NO. 1
TO
BASIC AGREEMENT
REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1987

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

<u>ANNEX</u>	<u>NAME</u>
Annex I	- Intrastate IntraLATA/Intra-Market Toll Services (Cost Study)
Annex II	- Not applicable to United Telephone of Florida
-	- Transition Agreement - Intrastate Access Revenues Distribution
Annex III	- Intrastate Access Revenue Distribution
Annex IV	- Interstate Jointly Provided Access Services Revenues Distribution
Annex V	- Extended Area Service
Annex VI	- Not applicable to United Telephone of Florida
Annex VII	- IntraLATA/Intra-Market Foreign Exchange Service
Annex VIII	- Domestic Public Land Mobile Radiotelephone Roamer Services (Mobile Roamer Services)
Annex IX	- Not applicable to United Telephone of Florida
Annex X	- IntraLATA Joint Provisioning
Annex XI	- Accounting Services
-	- Termination Agreement to Annex XII

- Annex XII - Not applicable to United Telephone of Florida
- Annex XIII - Not applicable to United Telephone of Florida
- Annex XIV - E911
- Annex XV - Access Service Provisioning
- Annex XVI - Reserved
- Annex XVII - Secondary Directory Assistance
- Annex XVIII - Reserved
- Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
- Annex XX - Reserved
- Annex XXI - Reserved
- Annex XXII - Reserved
- Annex XXIII - Reserved
- Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

Executed this 2nd day of February, 1987.

Witness:

UNITED TELEPHONE COMPANY OF FLORIDA



By Bruce H. Reynolds
Vice President - Administration

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY



By 
Assistant Vice President

MEMORANDUM OF UNDERSTANDING

WHEREAS it is essential that Agreements for the Provision of Telecommunication Services and Facilities be executed no later than January 1, 1984, for the pooling of intraLATA/intramarket area toll, WATS and private line revenues by United Telephone Company of Florida (United), Southern Bell Telephone & Telegraph Company (Southern Bell), and other Florida telephone companies, and

WHEREAS it is apparent that as of this date, not all procedures for future design and development of joint rates for intraLATA/intramarket area toll, WATS and private line service can be mutually agreed upon by United and Southern Bell, and

WHEREAS United has expressed a desire to jointly develop and participate in tariff preparation for joint intraLATA/intramarket area toll, WATS and private line rate structures and levels, a position which requires further consideration by Southern Bell;

NOW THEREFORE BE IT ACKNOWLEDGED AND AGREED by United and Southern Bell that execution of the Agreement for the Provision of Telecommunication Services and Facilities shall not be deemed an abandonment or waiver by United of its position that United should actively participate in the development and implementation of joint intraLATA/intramarket area toll, WATS and private line rate structures and levels, and

BE IT FURTHER ACKNOWLEDGED AND AGREED that United and Southern Bell will engage in further discussions and negotiations commencing in January, 1984, relative to United's position as set forth above.

Executed this 31st day of December, 1983.

UNITED TELEPHONE COMPANY OF
FLORIDA


Vice-President

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY


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 UNITED TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the United 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 Public Service Commission (FPSC) or the Federal Communications Commission ("FCC") from time to time. These services and facilities include those provided by the Bell Company to the United Company, those provided by the United 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 inter exchange telecommunication, and the toll portion of intraLATA/intra-Market telecommunication services, including operator, switching and transmission facilities. Excluded are all interLATA telecommunication services and facilities.

The United Company exchanges that are connected by the Bell Company - United Company intraLATA/intra-market network solely through connection with the intraLATA/intra-market system of the United Company are listed in Exhibit D 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

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.

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:

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- 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 United 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 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 during compilation and upon completion of these studies.

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 United Company statements, which shall include the Bell Company and the United 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 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.

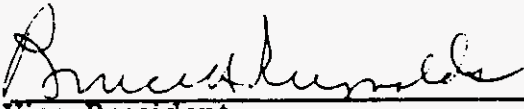
By written agreement, the parties may amend or modify any Section of this Agreement or any of its Annexes (including associated Attachments, Exhibits or Supplements) or add new Sections or Annexes to this Agreement. Such action shall not constitute a modification or change of any other Section or Annex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

In witness whereof, the parties have caused this Agreement to be signed by their duly authorized officers on this 31st day of December, 19 83.

Witness:



UNITED TELEPHONE COMPANY OF FLORIDA

By 
Vice-President

Witness:



SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By 
Assistant Vice-President

BASIC AGREEMENT
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) effective as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED 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:

<u>ANNEX</u>	<u>NAME</u>
ANNEX I	INTRASTATE INTRALATA/INTRA-MARKET TOLL SERVICES (COST STUDY)
ANNEX II	NOT APPLICABLE TO UNITED TELEPHONE OF FLORIDA
ANNEX III	INTRASTATE ACCESS REVENUE DISTRIBUTION
ANNEX IV	INTERSTATE JOINTLY PROVIDED ACCESS SERVICES REVENUES DISTRIBUTION
ANNEX V	EXTENDED AREA SERVICE
ANNEX VI	NOT APPLICABLE TO UNITED TELEPHONE OF FLORIDA
ANNEX VII	INTRALATA/INTRA-MARKET FOREIGN EXCHANGE SERVICE
ANNEX VIII	DOMESTIC PUBLIC LAND MOBILE RADIOTELEPHONE ROAMER SERVICES (MOBILE ROAMER SERVICES)
ANNEX IX	NOT APPLICABLE TO UNITED TELEPHONE OF FLORIDA
ANNEX X	INTRALATA JOINT PROVISIONING

ANNEX XI ACCOUNTING SERVICES
 ANNEX XII EXCHANGE ACCESS FACILITY LEASE
 ANNEX XIII NOT APPLICABLE TO UNITED TELEPHONE OF FLORIDA
 ANNEX XIV E-911
 ANNEX XV ACCESS SERVICE PROVISIONING
 ANNEX XVI RESERVED
 ANNEX XVII RESERVED
 ANNEX XVIII RESERVED
 ANNEX XIX RESERVED
 ANNEX XX AGREEMENT COVERING THE PROVISION OF SERVICE
 FOR THE U.S. NAVAL TRAINING CENTER - ORLANDO,
 FLORIDA

Executed this 9th day of march, 19 84.

Witness:

[Signature]

UNITED TELEPHONE COMPANY OF FLORIDA

By

[Signature]
Vice-President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice-President

BASIC AGREEMENT
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) effective as of January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED 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) for interexchange telecommunication.
2. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by the 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 approved by the cognizant state or federal regulatory commission.
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 the United Company or both, as the context shall require.
7. COMPENSATION is the amount of money due from the Bell Company to the United Company or from the United Company to the Bell Company for services and facilities provided under this Agreement.
8. EXCHANGE ACCESS FACILITIES those facilities used in the origination or termination of Inter and Intrastate Telecommunications.

9. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or the United 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.
10. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
11. 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.
12. 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 United Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in monthly compensation as currently booked. Income taxes used in calculating Bell's 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 United Company will be handled in the study consistent with the recording on the United Company's books.
13. 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.
14. 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 Bell compensation ratio.
15. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
16. 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.

17. INTERLATA/INTER-MARKET TELECOMMUNICATION means telecommunciations between LATAs/Market areas. (Reference: Opinion Filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)
18. INTRALATA/INTRA-MARKET 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.
19. INTRALATA/INTRA-MARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange both within the same LATA/Market area.
20. INTRALATA/INTRA-MARKET 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.
21. INTRALATA/INTRA-MARKET TELECOMMUNICATION means telecommunication within a LATA/Market area.
22. 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.
23. 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 telecommunications services, as prescribed and approved by the Court in US 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.
24. LOCAL COMPANY is the Company in which the station or other customer termination for the FX service is located.
25. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for the FX service is located.
26. 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.
27. MARKET AREA means a geographic area encompassing one or more local exchange areas within which the United Company may provide interexchange telecommunication services.

28. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
29. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
30. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
31. 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.
32. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.
33. 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.
34. 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.
35. PARTY means the Bell Company or the United Company or both, as the context shall require.
36. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing access service.
37. POINT OF INTERFACE (POI) means the physical connection at the demarcation point between the facilities used in providing access service and the facilities used in providing interLATA/inter-Market service. The POI establishes the operational responsibilities of a carrier providing interexchange service and a carrier providing access service.
38. POINT OF PRESENCE (POP) means a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
39. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
40. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
41. REVENUES are amounts chargeable for telecommunication services enumerated in specific ANNEXES.

42. ROAMER means a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
43. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for the FX service are located.
44. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for the FX service are located.
45. 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.
46. 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 United Company and excluding those leased by the United Company to others.
47. 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.
48. TRANSPORT the facility from an end office to an interexchange carrier's Point of Interface.
49. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable of collection.

Executed this 31st day of December, 1983.

Witness:

[Signature]

UNITED TELEPHONE COMPANY OF
FLORIDA

By [Signature]
Vice-President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice-President

BASIC AGREEMENT

EXHIBIT C

POINTS OF CONNECTION

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 UNITED TELEPHONE COMPANY OF FLORIDA.

	<u>Longitude/ Latitude</u>	<u>Vertical/ Horizontal</u>
1. Midpoint between United Telephone's microwave tower at Clewiston and the Bell Company's microwave tower at Belle Glade.	26° 43' 02" 80° 48' 30"	8238 0736
2. Midpoint between United Telephone's microwave tower at Everglades (Pinecrest) and the Bell Company's microwave tower at Miami (Seminole).	25° 45' 40" 80° 50' 39"	8421 0636
3. Midpoint between United Telephone's microwave tower at Avon Park and the Bell Company's microwave tower at Frostproof.	27° 39' 52" 81° 32' 53"	8136 0964
4. Midpoint between United Telephone's microwave tower at Winter Garden and the Bell Company's microwave tower at Orlando.	28° 33' 15" 81° 28' 52"	7962 1050
5. A point or points at the boundary between United Telephone's exchange of Winter Garden and the Bell Company's exchange at Orlando.	28° 32' 52" 81° 31' 47"	7968 1058
6. A point or points at the boundary between United Telephone's exchange of Apopka and the Bell Company's exchange at Orlando.	28° 37' 31" 81° 28' 50"	7949 1058
7. A point or points at the boundary between Bell Company's exchange of Orlando and the United Telephone exchange at Winter Park.	28° 34' 55" 81° 22' 10"	7946 1035
8. A point or points at the boundary between Bell Company's exchange of Sanford and the United Telephone exchange at Winter Park (Altamonte Springs).	28° 43' 36" 81° 20' 11"	7916 1045
9. A point or points at the boundary between Bell Company's exchange of Deland and the United Telephone exchange at Orange City.	28° 58' 37" 81° 17' 58"	7865 1067
10. A point or points at the boundary between United Telephone's exchange of Orange City and the Bell Company's exchange at Debary.	28° 54' 16" 81° 18' 18"	7879 1060

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	<u>Longitude/ Latitude</u>	<u>Vertical/ Horizontal</u>
11. Midpoint between United Telephone's microwave tower at Ocala and the Bell Company's microwave tower at Flemington.	29° 16' 17" 82° 12' 58"	7900 1250
12. A point or points at the boundary between United Telephone's exchange of Orange City (Deltona Lakes) and the Bell Company's exchange of Deltona.	28° 54' 10" 81° 13' 41"	7872 1047
13. A point or points at the boundary between United Telephone's exchange of Winter Park (Goldenrod) and the Bell Company's exchange of Oviedo.	28° 37' 33" 81° 14' 44"	7925 1019
14. A point or points at the boundary between United Telephone's exchange of Winter Park (Goldenrod) and the Bell Company's exchange of Orlando (Azalea Park).	28° 34' 31" 81° 17' 11"	7939 1021
15. A point or points at the boundary between United Telephone's exchange of Ocala and the Bell Telephone's exchange of Dunnellon.	29° 03' 12" 82° 18' 08"	7950 1241
16. A point or points at the boundary between United Telephone's exchange of Williston and the Bell Telephone's exchange of Bronson.	29° 24' 57" 82° 33' 25"	7906 1322
17. Interconnecting facilities from central offices of Vista-United Telephone System's exchange will be provided by United Telephone to the point or points of connection established with Southern Bell. For study purposes, the point or points of interconnection between Vista-United and United Telephone will coincide with Vista-United's actual ownership.	28° 25' 44" 81° 34' 28'	7995 1052

Executed this 31st day of December, 1983.

Witness:

[Signature]

UNITED TELEPHONE COMPANY OF FLORIDA

By *[Signature]*
Vice-President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE AND TELEGRAPH
COMPANY

By *[Signature]*
Assistant Vice-President

000884

BASIC AGREEMENT

EXHIBIT D

EXCHANGE TO ASSOCIATED LATA LIST

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 UNITED TELEPHONE COMPANY OF FLORIDA.

<u>EXCHANGE NAME</u>	<u>LATA OR MARKET AREA</u>	<u>TPM LATA/ MARKET CODES</u>
APOPKA	Orlando	458
ARCADIA	Ft. Myers*	939
ASTOR	Gainesville	454
AVON PARK	Ft. Myers*	939
BELLEVIEW	Gainesville	454
BEVERLY HILLS	Gainesville	454
BOCA GRANDE	Ft. Myers*	939
BONITA SPRINGS	Ft. Myers*	939
BOWLING GREEN	Ft. Myers*	939
BUSHNELL	Gainesville	454
CAPE CORAL	Ft. Myers*	939
CAPE HAZE	Ft. Myers*	939
CLERMONT	Gainesville	454
CLEWISTON	Ft. Myers*	939
CRYSTAL RIVER	Gainesville	454
DADE CITY	Gainesville	454
EUSTIS	Gainesville	454
EVERGLADES	Ft. Myers*	939
FOREST	Gainesville	454
FT MEADE	Ft. Myers*	939
FT MYERS	Ft. Myers*	939
FT MYERS BEACH	Ft. Myers*	939
GROVELAND	Gainesville	454
HOMOSASSA SPRINGS	Gainesville	454
HOWEY-IN-THE-HILLS	Gainesville	454
IMMOKALEE	Ft. Myers*	939
INVERNESS	Gainesville	454
KENANSVILLE	Orlando	458
KISSIMMEE	Orlando	458
LABELLE	Ft. Myers*	939
LADY LAKE (753)	Gainesville	454
LADY LAKE (821)	Gainesville	454
LAKE PLACID	Ft. Myers*	939
LEESBURG	Gainesville	454
LEHIGH ACRES	Ft. Myers*	939
MARCO ISLAND	Ft. Myers*	939

000885

<u>EXCHANGE NAME</u>	<u>LATA OR MARKET AREA</u>	<u>TPM LATA/ MARKET CODES</u>
MONTVERDE	Orlando	458
MOORE HAVEN	Ft. Myers*	939
MT DORA	Gainesville	454
NAPLES	Ft. Myers*	939
NORTH CAPE CORAL	Ft. Myers*	939
NORTH FT MYERS	Ft. Myers*	939
NORTH NAPLES	Ft. Myers*	939
OCALA	Gainesville	454
OKEECHOBEE	Ft. Myers*	939
OKLAWAHA	Gainesville	454
ORANGE CITY**	Orlando	458
PINE ISLAND	Ft. Myers*	939
PORT CHARLOTTE	Ft. Myers*	939
PUNTA GORDA	Ft. Myers*	939
REEDY CREEK	Orlando	458
SALT SPRINGS	Gainesville	454
SAN ANTONIO	Gainesville	454
SANIBEL-CAPTIVA	Ft. Myers*	939
SEBRING	Ft. Myers*	939
SILVER SPRINGS		
SHORES	Gainesville	454
SPRING LAKE	Ft. Myers*	939
ST CLOUD	Orlando	458
TAVARES	Gainesville	454
TRILACOOCHEE	Gainesville	454
UMATILLA	Gainesville	454
WAUCHULA	Ft. Myers*	939
WEST KISSIMMEE	Orlando	458
WILDWOOD	Gainesville	454
WILLISTON	Gainesville	454
WINDERMERE	Orlando	458
WINTER GARDEN	Orlando	458
WINTER PARK	Orlando	458
ZOLFO SPRINGS	Ft. Myers*	939

* This is a Market Area that is not associated with Bell LATA.

THE FOLLOWING IS THE SAME AS THE PREVIOUS LIST BUT BY LATA:

ORLANDO (458)

APOPKA
KENANSVILLE
KISSIMMEE
MONTVERDE
ORANGE CITY**
REEDY CREEK

ST CLOUD
WEST KISSIMMEE
WINDERMERE
WINTER GARDEN
WINTER PARK

** Orange City was originally assigned by Southern Bell Telephone to the Daytona Beach LATA but will be included with a formal request by Southern Bell Telephone to the Department of Justice for a change to the Orlando LATA.

FT. MYERS (939)

ARCADIA
AVON PARK
POCA GRANDE
BONITA SPRINGS
BOWLING GREEN
CAPE CORAL
CAPE HAZE
CLFWISTON
EVERGLADES
FT MEADE
FT MYERS
FT MYERS BEACH
IMMOKALEE
LABELLE
LAKE PLACID
LEHIGH ACRES

MARCO ISLAND
MOORE HAVEN
NAPLES
NORTH CAPE CORAL
NORTH FT MYERS
NORTH NAPLES
OKEECHOBEE
PINE ISLAND
PORT CHARLOTTE
PUNTA GORDA
SANIBEL-CAPTIVA
SEBRING
SPRING LAKE
WAUCHULA
ZOLFO SPRINGS

GAINESVILLE (454)

ASTOR
BELLEVIEW
BEVERLY HILLS
BUSHNELL
CLERMONT
CRYSTAL RIVER
DADE CITY
EUSTIS
FOREST
GROVELAND
HOMOSASSA SPRINGS
HOWEY-IN-THE-HILLS
INVERNESS
LADY LAKE (753)

LADY LAKE (821)
LEESBURG
MT DORA
OCALA
OKLAWAHA
SALT SPRINGS
SILVER SPRINGS
SHORES
TAVARES
TRILACOOCHEE
UMATILLA
WILDWOOD
WILLISTON

Executed this 8th day of March, 19 84

Witness:

[Signature]

UNITED TELEPHONE COMPANY OF FLORIDA

By

[Signature]
Vice-President

Witness:

[Signature]

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice-President

000887

SUPPLEMENT NO. 5
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 UNITED 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 UNITED TELEPHONE COMPANY OF FLORIDA (hereinafter "United") 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 7th day of June , 1990.

Witness:

[Signature]

UNITED TELEPHONE COMPANY
OF FLORIDA

By *[Signature]*
Vice President-Administration
and Marketing

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Gorothy Bennett

By *[Signature]*
Assistant Vice President

000888

SUPPLEMENT NO. 4
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 UNITED 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.

UNITED/SOUTHERN BELL
FLORIDA
ANNEX III, SUP. 4
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

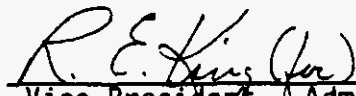
The percentages associated with the portions of the special transport facility provided by each party for the purpose of billing the access customer are those filed in the NECA tariff F.C.C. No. 4.

Executed this 7th day of March, 1990.

WITNESS:



UNITED TELEPHONE COMPANY
OF FLORIDA

By 
Vice President - Administration

WITNESS:



SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By 
Assistant Vice President

000890

SUPPLEMENT NO. 3
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION
AMENDMENT

In order to implement meet point billing for Intrastate Feature Group D Access Service, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and UNITED TELEPHONE COMPANY OF FLORIDA (hereinafter "United") 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

Beginning January 1, 1990, 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. Prior to January 1, 1990 mutually agreed standards will be used.

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 D Access Service 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

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 the Initial Billing Company (IBC) 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 June, 1989.

Witness:

Christine A. Burlakas

UNITED TELEPHONE COMPANY
OF FLORIDA

RE King (for)
By Randy W. Osler
Vice President - Administration

Witness:

Sarahy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By AM Schuck
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 UNITED 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 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 5th day of June, 1989.

Witness:

Christine A. Burlakos

UNITED TELEPHONE COMPANY
OF FLORIDA

By

RE King (for)
Randy W. Osler
Vice President - Administration

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

SUPPLEMENT NO. 2

TO

ANNEX III

REVISED ATTACHMENT 2

TO

EXHIBIT A

SPECIAL ACCESS

Effective July 1, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINTLY PROVIDED ACCESS SERVICES REVENUE DISTRIBUTION, effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to add locations and correct errors on the Local Transport Percentage Tables, Section II below.

The following basis of compensation shall apply for the provision of Intrastate Jointly Provided Special Access Services, including those rated on an Individual Case Basis (ICB), to Interexchange Carriers and/or end users:

I. Jointly Provided Services

The Billing Company shall compensate the Other Company based on the following Billing Company tariff rates:

<u>TARIFF ITEM BILLED BY END OFFICE OR HUB COMPANY</u>	<u>REVENUE PROVIDED AS COMPENSATION TO OTHER COMPANY</u>
A. Access Connections	All
B. Special Access Lines	None
C. Special Transport	
1. Fixed monthly amount	One-half ($\frac{1}{2}$)
2. Monthly per mile amount	Percentage from Special Transport Table (Item II below)
3. Non-recurring charge	Percentage from Special Transport Table (Item II below)
D. Features and Functions	
1. Network Interface Combinations	Quantity provided by other company
2. Hub Functions	None

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-2-

3. Optional Features and Functions

a. per termination amounts

Quantity provided by other company

b. per service amounts

Percentage of terminations provided by other company to total terminations of the service

II. SPECIAL TRANSPORT PERCENTAGE TABLE

POP OR HUB SERVING WIRE CENTER	END USER OR HUB EXCHANGE	END USER OR HUB SERVING WIRE CENTER	UNITED CO. % OWNERSHIP	BELL CO. % OWNERSHIP
Orlando (ORLDFLMA)	Apopka	Apopka (APPKFLXA)	31	69
	Kenansville	Kenansville (KNVLFLXA)	86	14
	Kissimmee	Buena Ventura Lakes (KSSMFLXD)	68	32
	Kissimmee	Kissimmee (KSSMFLXA)	66	34
	Montverde	Montverde (MTVRFLXA)	51	49
	Orange City	Deltona Lakes (ORCYFLXC)	91	9
	Orange City	Lake Helen (LKHLFLXA)	91	9
	Orange City	Orange City (ORCYFLXA)	90	10
	Orange City	Orange City (ORCYFLXD)	90	10
	St. Cloud	St. Cloud (STCDFLXA)	73	27
	West Kissimmee	West Kissimmee (KSSMFLXB)	62	38
	Windermere	Windermere (WNRFLXA)	27	73
	Winter Garden	Winter Garden (WNGRFLXA)	27	73
	Winter Park	Altamonte Springs (ALSPFLXA)	69	31
	Winter Park	Casselberry (CSLBFLXA)	73	27
	Winter Park	Goldenrod (GLRDFLXA)	68	32
	Winter Park	Lake Brantley (LKBRFLXA)	73	27
	Winter Park	Maitland Center (MTLDLFLXA)	58	42
	Winter Park	Winter Park (WNPFLXA)	33	67
Sanford (SNFRFLMA)	Orange City	Orange City (ORCYFLXA)	29	71
Gainesville (GSVLFLMA)	Ocala	Ocala (OCALFLXA)	22	78
	San Antonio	San Antonio (SNANFLXA)	70	30

Executed this

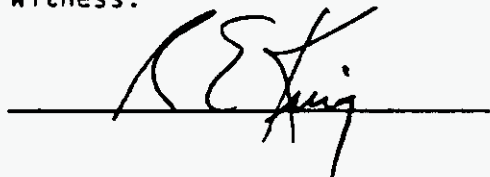
20th

day of

April


, 1987.

Witness:



UNITED TELEPHONE COMPANY OF FLORIDA

By



Vice President

Witness:



SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By



Assistant Vice President

000897

SUPPLEMENT NO. 1
TO
ANNEX III

REVISED ATTACHMENT 1
TO
EXHIBIT A

SWITCHED ACCESS

Effective July 1, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINTLY PROVIDED ACCESS SERVICES REVENUE DISTRIBUTION, effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to add locations and correct errors on the Local Transport Percentage Tables, Section II below.

The following basis of compensation shall apply for the provision of Intrastate Jointly Provided Switched Access Services to Interexchange Carriers and/or End Users:

I. Jointly Provided Services

The End Office Company shall compensate the POP Company based on the following End Office Company tariff rates:

<u>TARIFF ITEM BILLED BY END OFFICE COMPANY</u>	<u>REVENUE PROVIDED AS COMPENSATION TO POP COMPANY</u>
A. Local Transport	
1. Usage	Percentage from Local Transport Table (Item II below)
2. Installation	Percentage from Local Transport Table (Item II below)
B. End Office	
1. Local Switching	None
2. Line Terminations	None
C. Dedicated Access Line	None
D. Carrier Common Line	None

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II. LOCAL TRANSPORT PERCENTAGE TABLE

POP SERVING WIRE CENTER	END OFFICE EXCHANGE	END OFFICE	UNITED CO. % OWNERSHIP	BELL CO. % OWNERSHIP
Orlando (ORLDFLMA)	Apopka	Apopka (APPKFLXA)	44	56
	Kenansville	Kenansville (KNVLFLXA)	69	31
	Kissimmee	Buenaventura Lakes (KSSMFLXD)	60	40
	Kissimmee	Kissimmee (KSSMFLXA)	59	41
	Montverde	Montverde (MTVRFLXA)	50	50
	Orange City	Deltona Lakes (ORCYFLXC)	72	28
	Orange City	Lake Helen (LKHLFLXA)	73	27
	Orange City	Orange City (ORCYFLXA)	72	28
	Orange City	Orange City (ORCYFLXD)	72	28
	St. Cloud	St. Cloud (STCDFLXA)	63	37
	West Kissimmee	West Kissimmee (KSSMFLXB)	55	45
	Windermere	Windermere (WNDRFLXA)	43	57
	Winter Garden	Winter Garden (WNGRFLXA)	43	57
	Winter Park	Altamonte Springs (ALSPFLXA)	56	44
	Winter Park	Casselberry (CSLBFLXA)	57	43
	Winter Park	Goldenrod (GLRDFLXA)	56	44
	Winter Park	Lake Brantley (LKBRFLXA)	57	43
	Winter Park	Maitland Center (MTLDFLXA)	53	47
	Winter Park	Winter Park (WNPKFLXA)	44	56
Ford (SNFRFLMA)	Orange City	Orange City (ORCYFLXA)	43	57
Gainesville (GSVLFLMA)	Ocala	Ocala (OCALFLXA)	35	65
	San Antonio	San Antonio (SNANFLXA)	61	39

Executed this 20th day of April, 1987.

Witness:

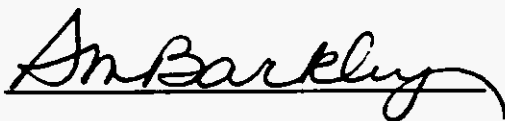


UNITED TELEPHONE COMPANY OF FLORIDA

By


 Vice President

Witness:


SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By


 Assistant Vice President

000899

**ANNEX III
INTRASTATE JOINTLY PROVIDED
ACCESS SERVICES REVENUES DISTRIBUTION**

This Annex III replaces in its entirety Annex III, and associated Exhibit A, effective January 1, 1984, executed February 27, 1984, with the following Special Considerations: On June 10, 1985 the Florida Public Service Commission, by Order No. 14452 in Docket No. 820537-TP required all Local Exchange Companies to implement bill and keep of intrastate access charges, effective July 1, 1985. To transition from the Intrastate Access Services pool to bill and keep, the Parties have entered into a Transition Agreement covering the period of July 1, 1985 through December 31, 1986. During this period the Parties will finalize compensation payments for business prior to July 1, 1985, using the terms and conditions set forth in Annex III, effective January 1, 1984, and executed on February 27, 1984.

This Annex, 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 UNITED TELEPHONE COMPANY OF FLORIDA, a Corporation under the laws of the State of Florida, herein called the United 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 Jointly Provided Access Services to Interexchange Carriers or End Users 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:

- A. To determine and define the compensation to be received by the companies for the provision of Intrastate Jointly Provided Access Services; and
- B. To specify the facilities and methods used in the provision of Intrastate Jointly Provided Access Services.

II. PROVISION OF SERVICE

- A. The companies agree to maintain connections between their Access Systems for the provision of Intrastate Jointly Provided Access Services at the point or points of connection shown in Exhibit C of the Basic Agreement.

- B. The companies agree to connect or permit the connection of each of their Access Systems with the facilities of Interexchange Carriers for the purpose of providing Intrastate Access Services. Neither company will connect or permit the connection, either directly or indirectly, of their Access System, for the purpose of jointly providing Intrastate Access Services, at any points other than those specified in Exhibit C to the Basic Agreement. Access Services provided solely by one of the companies to Interexchange Carriers or End Users 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 its 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 Annex shall be paid on a monthly basis. The methods and procedures for the exchange of data relating to compensation amounts and for the transfer of funds, shall be as reasonably required by the companies. Such methods and procedures may be revised 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 Jointly Provided Access Services in sufficient detail to permit the other company, 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 company 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 July 1, 1985 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.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers this 18 thday of April, 1986.

WITNESS:

UNITED TELEPHONE COMPANY
OF FLORIDA

R. E. King

Bruce H. Reynolds
By: Bruce H. Reynolds

Title: Vice-President
Administration

FORM
AND
APPROVED

WITNESS:

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY

Am Barkley

J. J. Broth
By: J. J. Broth

Title: Assistant Vice-President

ANNEX III

EXHIBIT A

BASIS OF COMPENSATION
INTRASTATE JOINTLY PROVIDED ACCESS SERVICES

Effective: July 1, 1985

Attached to and made a part of ANNEX III, INTRASTATE JOINTLY PROVIDED ACCESS SERVICES REVENUES DISTRIBUTION, effective July 1, 1985, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED TELEPHONE COMPANY OF FLORIDA.

- I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing company and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the companies, each company 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 companies.
- II. TARIFF STRUCTURE AND RATES. Each company agrees to file and maintain tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers or End Users.
- III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Joint Intrastate Access service as follows:
 - A. The Company in whose area the Access Service originates (End Office or Hub location) will bill its tariffed access charge rate elements associated with all the services provided from its location toward the POP, up to but not including the next Hub location if applicable. 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 Billing Company (End Office or Hub Company) will compensate the other Company (Point of Presence (POP) or Hub Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP or Hub Company include, but are not limited to:

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1. All or part of Transport;
2. Services or equipment provided at POP or Hub serving wire center;
3. Recording of intrastate interLATA Messages; and
4. Message processing of Intrastate interLATA Messages.

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

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

Executed this 18th day of April, 1986.

WITNESS:

UNITED TELEPHONE COMPANY
OF FLORIDA

[Signature]

[Signature]
By: Bruce H. Reynolds

FORM
AND
APPROVED

Title: Vice President
Administration

WITNESS:

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY

[Signature]

[Signature]
By:

Title: Assistant Vice-President

000904

ANNEX III
ATTACHMENT 1
TO
EXHIBIT A
SWITCHED ACCESS

Effective July 1, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINTLY PROVIDED ACCESS SERVICES REVENUE DISTRIBUTION, effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED TELEPHONE COMPANY OF FLORIDA.

The following basis of compensation shall apply for the provision of Intrastate Jointly Provided Switched Access Services to Interexchange Carriers and/or End Users:

I. Jointly Provided Services

The End Office Company shall compensate the POP Company based on the following End Office Company tariff rates:

<u>TARIFF ITEM BILLED BY END OFFICE COMPANY</u>	<u>REVENUE PROVIDED AS COMPENSATION TO POP COMPANY</u>
A. Local Transport	
1. Usage	Percentage from Local Transport Table (Item II below)
2. Installation	Percentage from Local Transport Table (Item II below)
B. End Office	
1. Local Switching	None
2. Line Terminations	None
C. Dedicated Access Line	None
D. Carrier Common Line	None

000905

II. LOCAL TRANSPORT PERCENTAGE TABLE

<u>POP SERVING WIRE CENTER</u>	<u>END OFFICE EXCHANGE</u>	<u>END OFFICE</u>	<u>UNITED CO. % OWNERSHIP</u>	<u>BELL CO. % OWNERSHIP</u>
Orlando (ORLDFLMA)	Apopka	Apopka (APPKFLXA)	44	56
	Kenansville	Kenansville (KNVLFLXA)	69	31
	Kissimmee	Buenaventura Lakes (KSSMFLXD)	60	40
	Kissimmee	Kissimmee (KSSMFLXA)	59	41
	Montverde	Montverde (MTVRFLXA)	50	50
	Orange City	Deltona Lakes (ORCYFLXC)	73	27
	Orange City	Lake Helen (LKHLFLXA)	73	27
	Orange City	Orange City (ORCYFLXA)	72	28
	Orange City	Orange City (ORCYFLXD)	72	28
	St. Cloud	St. Cloud (STCDFLXA)	63	37
	West Kissimmee	West Kissimmee (KSSMFLXB)	55	45
	Windermere	Windermere (WNRDRLXA)	43	57
	Winter Garden	Winter Garden (WNGRFLXA)	43	57
	Winter Park	Altamonte Springs (ALSPFLXA)	56	44
	Winter Park	Casselberry (CSLBFLXA)	57	43
	Winter Park	Goldenrod (GLRDFLXA)	56	44
	Winter Park	Lake Brantley (LKBRFLXA)	57	43
	Winter Park	Maitland Center (MTLDLFLXA)	53	47
	Winter Park	Winter Park (WNPFLXA)	44	56
Sanford (SNFRFLMA)	Orange City	Orange City (ORCYFLXA)	39	61

Executed this 18th day of April, 1986.

WITNESS:

RS King

UNITED TELEPHONE COMPANY
OF FLORIDA

Bruce H. Reynolds
By: Bruce H. Reynolds

Title: Vice President
Administration

FORM
NO
APPROVED

WITNESS:

Am Barkley

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY

JJ Brooks
By:

Title: Assistant Vice-President

000906

ANNEX III
ATTACHMENT 2
TO
EXHIBIT A
SPECIAL ACCESS

Effective July 1, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINTLY PROVIDED ACCESS SERVICES REVENUE DISTRIBUTION, effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and UNITED TELEPHONE COMPANY OF FLORIDA.

The following basis of compensation shall apply for the provision of Intrastate Jointly Provided Special Access Services, including those rated on an Individual Case Basis (ICB), to Interexchange Carriers and/or end users:

I. JOINTLY PROVIDED SERVICES

The Billing Company shall compensate the Other Company based on the following Billing Company tariff rates:

TARIFF ITEM BILLED BY END OFFICE OR HUB COMPANY	REVENUE PROVIDED AS COMPENSATION TO OTHER COMPANY
A. Access Connections	All
B. Special Access Lines	None
C. Special Transport	
1. Fixed monthly amount	One-half (½)
2. Monthly per mile amount	Percentage from Special Transport Table (Item II below)
3. Non-recurring charge	Percentage from Special Transport Table (Item II below)
D. Features and Functions	
1. Network Interface Combinations	Quantity provided by other company
2. Hub Functions	None
3. Optional Features and Functions	
a. per termination amounts	Quantity provided by other company
b. per service amounts	Percentage of terminations provided by other company to total terminations of the service

000907

II. SPECIAL TRANSPORT PERCENTAGE TABLE

POP OR HUB SERVING WIRE CENTER	END USER OR HUB EXCHANGE	END USER OR HUB SERVING WIRE CENTER	UNITED CO. % OWNERSHIP	BELL CO. % OWNERSHIP
Orlando (ORLDFLMA)	Apopka	Apopka (APPKFLXA)	31	69
	Kenansville	Kenansville (KNVLFLXA)	86	14
	Kissimmee	Buenaventura Lakes (KSSMFLXD)	68	32
	Kissimmee	Kissimmee (KSSMFLXA)	66	34
	Montverde	Montverde (MTVRFLXA)	51	49
	Orange City	Deltona Lakes (ORCYFLXC)	91	9
	Orange City	Lake Helen (LKHLFLXA)	91	9
	Orange City	Orange City (ORCYFLXA)	90	10
	Orange City	Orange City (ORCYFLXD)	90	10
	St. Cloud	St. Cloud (STCDFLXA)	73	27
	West Kissimmee	West Kissimmee (KSSMFLXB)	62	38
	Windermere	Windermere (WNRFLXA)	27	73
	Winter Garden	Winter Garden (WNGRFLXA)	27	73
	Winter Park	Altamonte Springs (ALSPFLXA)	69	31
	Winter Park	Casselberry (CSLBFLXA)	73	27
	Winter Park	Goldenrod (GLRDFLXA)	68	32
	Winter Park	Lake Brantley (LKBRFLXA)	73	27
	Winter Park	Maitland Center (MTLDFLXA)	58	42
	Winter Park	Winter Park (WNPFLXA)	33	67
Sanford (SNFRFLMA)	Orange City	Orange City (ORCYFLXA)	29	71

Executed this 18th day of April, 1986.

WITNESS:

RE King

UNITED TELEPHONE COMPANY
OF FLORIDA

Bruce H. Reynolds
By: Bruce H. Reynolds

Title: Vice President
Administration

FOR
AND
APPROVED

WITNESS:

Am Barkley

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY

J. Brooks
By:

Title: Assistant Vice-President

000908

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Agreement, is made effective as of 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 UNITED TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the United Company. This Agreement 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 Agreement 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 Agreement.
- C. The term settlement adjustments as used in this Agreement 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. Subsequent settlement adjustments shall be made quarterly on the first work day of January, 1986 and of April, 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 this Agreement.

000909

2. Each party shall exercise due diligence to discover all subsequent 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 March 31, 1986.
 3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such subsequent 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 March 31, 1986. Final dissolution of the pool will be made by December 31, 1986. This provision shall not abrogate the ability of either party to exercise its' rights under Florida law.

III. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using the intent of separations principles and procedures as incorporated into Part 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.

IV. REVIEW PROCEDURES

The Bell Company and the United 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 this Agreement, including true up procedures for annual study companies. 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 Agreement.

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V. TERM OF AGREEMENT

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

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers on the 21st day of March, 1986.

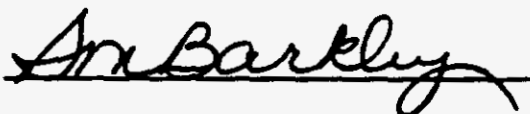
Witness:



UNITED TELEPHONE COMPANY OF FLORIDA

By 
Bruce H. Reynolds
Vice-President

Witness:



SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By 
Assistant Vice-President

000911

ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

This Annex, effective January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and UNITED TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the United 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 United Company and are furnished under intrastate tariffs filed by the Bell Company and concurred in by the United Company. Intrastate Access Services subject to this Agreement are identified in Southern Bell's Florida Access Service Tariff.

When access services cease 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 United Company system covered by this Annex are listed in Exhibit D of the Basic Agreement.

III. MONTHLY COMPENSATION

Each party will collect all charges payable by its interexchange customers for Access 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 the Bell Company to the United Company 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

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 27th day of February, 19 84.

Witness:

R. E. King

UNITED 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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ANNEX III
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 effective _____, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company, and UNITED TELEPHONE COMPANY OF FLORIDA hereinafter called the United Company.

Compensation amounts which the United 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 monthly cost settlement studies.

I. METHOD OF COMPENSATION

- A. The United Company and the Bell Company will report all revenues for Intrastate Access Services to the Intrastate Access Services pool. The United Company and the Bell Company shall receive on a monthly basis 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. An amount to give the United Company and the Bell Company the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate Access Services as the statewide pool's achieved return on the average net book costs of property devoted to Intrastate Access Services, less
 3. The Intrastate Access portion of the interest charged construction of their company.
- B. No later than three (3) working days prior to the end of the current month, the United Company will furnish the Bell Company:
1. Preliminary estimates of Intrastate Access Service 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.

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- C. Each month the Bell Company will furnish to the United Company:
 - 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, if applicable, 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 to be timely and accurate, revenue, investment, expense, 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), expenses (account), tax items, billing units, traffic usage data and compensation ratio (return).

II. SETTLEMENT STUDY PROCEDURES

- A. Settlements 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 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. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements by both parties 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 the 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. Scheduling will begin with the 1985 study period.
- 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, with the exception of those associated with official company services, will be excluded from compensation under this ANNEX.

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.

UNITED TELEPHONE COMPANY OF FLORIDA
Company

M. A. Kelly - BUSINESS RELATIONS DIRECTOR
Name/Title

August 10, 1990
Date

SOUTHERN BELL

C. J. Ferguson, Jr.
Name/Title
Operations Manager

8/20/90
Date

000917

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 UNITED TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called United, 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 United under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by United. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. UNITED EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and United 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 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 United 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.

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.

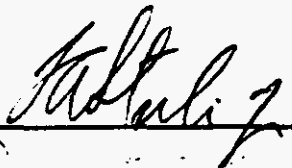
VII. TERM OF ANNEX


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 5th day of April, 1989.

Witness:

UNITED TELEPHONE COMPANY
OF FLORIDA



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 UNITED TELEPHONE COMPANY OF FLORIDA, hereinafter called United and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which United 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. United 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; plus
 - 2. An amount to give United and Southern Bell 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; less
 - 3. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of their company.
- B. No later than three (3) working days prior to the end of the current month, United 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 United:
1. A preliminary compensation ratio, if applicable, no later than four (4) working days before the close of the data month;
 2. A revised preliminary compensation ratio, if applicable, 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 to be timely and accurate, revenue, investment, expense, 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 compensation ratio (return).
- 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.

II. SETTLEMENT STUDY 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. Detailed basic investment and expense separations studies shall be conducted and introduced into settlements by both parties 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. Monthly studies will be prepared in a manner consistent with applicable provisions of United's Separations and Settlements practice and Southern Bell's separation procedures.
- B. These practices and procedures cover the details of preliminary, revised and final monthly study preparation including scheduling and provision of all basic investment and expense separations studies.

IV. SYSTEM OF ACCOUNTS

Separations practices and 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. United and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

V. STATE REGULATORY MATTERS

From time to time, the Florida Public Service Commission (FPSC), after due process, may issue orders relating to generic matters that direct all or certain Florida telephone companies to make changes that affect IntraLATA/Intra-Market Area investment, revenue, expense, or tax items. Compensation between United 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.


Executed this 5th day of April , 1989 .

Witness:

UNITED TELEPHONE COMPANY
OF FLORIDA



By


Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY



By


Assistant Vice President

SUPPLEMENT NO. 1

TO
ANNEX XXIX

REVISED ATTACHMENT 1

TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective November 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 UNITED 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 United payments to Southern Bell:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOCS</u>
Gainesville	ARCHFLMA	144
	BKVLFLJF	1375
	BRSNFLMA	97
	CDKYFLMA	23
	CFLDFLMA	170
	CSCYFLMA	62
	DNLNFLWM	952
	GSVLFLMA	2635
	GSVLFLNW	390
	HWTHFLMA	103
	KYHGFLMA	71
	MCNPFLMA	100
	NWBYFLMA	100
	OLTWFLLN	49
	TRENFLMA	92
	WWSPFLHI	298
	WWSPFLSH	477
	YNTWFLMA	193
	Total	7331
Orlando	CCBHFLAF	8
	CCBHFLMA	802
	COCOFILMA	669
	COCOFILME	478
	DBRYFLDL	900
	DBRYFLMA	362
	EGLLFLBG	514
	EGLLFLIH	321

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I. For United payments to Southern Bell (cont.):

<u>LATA</u>	WIRE CENTER <u>CLLI</u>	<u>BHMOCS</u>
Orlando	EORNFLMA	69
	GENVFLMA	59
	LKMRFLMA	167
	MLBRFLMA	1147
	ORLDFLAP	1136
	ORLDFLCL	723
	ORLDFLMA	1430
	ORLDFLPC	1918
	ORLDFLPH	1257
	ORLDFLSA	812
	OVIDFLCA	377
	SNFRFLMA	1541
	TTVLFLMA	659
	Total	15,349
	Total all LATAs	22,680

II. For Southern Bell payments to United:

<u>LATA</u>	WIRE CENTER <u>CLLI</u>	<u>BHMOCS</u>
Gainesville	ASTRFLXA	10
	BLVWFLXA	212
	BSHNFLXA	250
	BVHLFLXA	270
	CHSWFLXA	98
	CLMTFLXA	67
	CRRVFLXA	595
	DDCYFLXA	288
	ESTSFLXA	127
	GVLDFLXA	28
	HMSPFLLXA	369
	HOWYFLXA	21
	INVRFLXA	945
	LDLKFLXA	80
	LSBGFLXA	286
	MTDRFLXA	71

II. For Southern Bell payments to United (cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOCS</u>
Gainesville	OCALFLXA	1742
	OCALFLXB	460
	OCALFLXC	238
	OCALFLXJ	74
	OCNFFLXA	65
	OKLWFLXA	49
	SNANFLXA	87
	SSPRFLXA	24
	SVSPFLXA	118
	SVSSFLXA	121
	TLCHFLXA	204
	TVRSFLXA	75
	UMTLFLXA	41
	WLSTFLXA	669
	WLWDFLXA	102
	Total	7786
Orlando	ALSPFLXA	1075
	APPKFLXA	937
	CSLBFLXA	487
	GLRDFLXA	829
	KNVLFLXA	39
	KSSMFLXA	3991
	KSSMFLXB	896
	KSSMFLXC	173
	KSSMFLXD	1113
	LKBRFLXA	729
	LKHLFLXA	111
	MTLDLFLXA	240
	MTVRFLXA	25
	ORCYFLXA	633
	ORCYFLXC	1124

UNITED/SOUTHERN BELL
FLORIDA
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II. For Southern Bell payments to United (Cont.):

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOCS</u>
Orlando	STCDFLXA	1619
	WNDRFLXA	136
	WNGRFLXA	349
	WNPFLXA	791
	Total	15297
	Total all LATAs	23083

Executed this 1st day of October , 1990.

Witness:

Mary Lou Hunt

FORM
JMS
APPROVED

UNITED TELEPHONE COMPANY OF FLORIDA

BY [Signature]
Vice President-Administration
and Marketing

Witness:

Nancy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice President
for

000927

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 UNITED TELEPHONE COMPANY OF FLORIDA, a corporation organized under the laws of the State of Florida, (herein called "United"), 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 United 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.

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. Reviews or audits will normally be conducted no more than once annually unless mutually agreed to otherwise and shall be limited to the 12-month period immediately preceding the request. A written request for an on-site review or audit must be received 60 days in advance of the requested on-site review or audit dates. Within 15 days of the receipt of notice of the review or audit, the company to be reviewed or audited may, for good cause, postpone the commencement of the review or audit for a period not to exceed 60 days beyond the expiration of the 60 day notice period. If a company elects to postpone the commencement date, it shall advise the other company in writing, indicate the need for the postponement, and specify the revised date for commencement of the review or audit. The on-site reviews or audits shall normally last five business days unless mutually agreed to otherwise. The Parties agree to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company will be given two, rather than one opportunity to review the other company's 1988 data. All reviews of 1988 data must be completed prior to July 1, 1989.
- 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 7th day of April, 1989.

Witness:

Christine A. Burlakas

Witness:

000930

UNITED TELEPHONE COMPANY OF FLORIDA

By Randy W. Osler
Vice President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

1.2 P. H.

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 UNITED 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 calculated using mutually agreed upon procedures.

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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, 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), 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 7th day of April, 1989.

Witness:

Christine A. Burlakas

UNITED TELEPHONE COMPANY OF FLORIDA

R. E. King (for)
By Randy W. Osler
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By WC Smith
Assistant Vice/President

000933

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 UNITED 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 United payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Gainesville	ARCHFLMA	330	10	340
	BKVLFLJF	1741	109	1850
	BRSNFLMA	290	33	323
	CDKYFLMA	155	4	159
	CFLDFLMA	543	52	595
	CSCYFLMA	252	8	260
	DNLNFLWM	1059	82	1141
	GSVLFLMA	3667	365	4032
	GSVLFLNW	618	60	678
	HWTHFLMA	298	44	342
	KYHGFLMA	322	29	351
	MCNPFLMA	352	12	364
	NWBYFLMA	425	48	473
	OLTWFLLN	288	11	299
	TRENFLMA	336	21	357
	WWSPFLHI	646	37	683
	WWSPFLSH	713	112	825
	YNTWFLMA	382	31	413
	Total	12417	1068	13485
Orlando	CCBHFLMA	1039	159	1198
	COCOFLMA	1021	328	1349
	COCOFLME	878	264	1142
	DBRYFLDL	1278	163	1441
	DBRYFLMA	502	44	546
	EGLLFLBG	904	211	1115
	EGLLFLIH	878	151	1029

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

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Orlando	EORNFLMA	180	22	202
	GENVFLMA	81	7	88
	MLBRFLMA	1636	407	2043
	ORLDFLAP	1348	95	1443
	ORLDFLCL	842	99	941
	ORLDFLMA	1634	253	1887
	ORLDFLPC	1390	169	1559
	ORLDFLPH	981	152	1133
	ORLDFLSA	702	101	803
	OVIDFLCA	435	68	503
	SNFRFLMA	1517	215	1732
	TTVLFLMA	1214	260	1474
	Total	18460	3168	21628
Total all LATAs		30877	4236	35113

II. For Southern Bell payments to United:

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Gainesville	ASTRFLXA	67	4	71
	BLVWFLXA	537	32	569
	BSHNFLXA	385	23	408
	BVHLFLXA	450	27	477
	CHSWFLXA	138	8	146
	CLMTFLXA	335	20	355
	CRRVFLXA	1185	70	1255
	DDCYFLXA	964	57	1021
	ESTSFLXA	801	48	849
	GVLDLFLXA	98	6	104
	HMSPFLXA	500	30	530
	HOWYFLXA	48	3	51
	INVRFLXA	1452	86	1538
	LDLKFLXA	132	8	140
	LSBGFLXA	1595	95	1690
	MTDRFLXA	472	28	500

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

LATA	WIRE CENTER CLLI	BHMOC's		TOTAL
		TERM (MTS/WATS)	ORIG (800)	
Gainesville	OCALFLXA	4414	262	4676
	OCALFLXB	675	40	715
	OCALFLXC	240	14	254
	OCALFLXD	88	5	93
	OCALFLXJ	521	31	552
	OCNFFLXA	173	10	183
	OKLWFLXA	140	8	148
	SNANFLXA	242	14	256
	SSPRFLXA	36	2	38
	SVSPFLXA	142	8	150
	SVSSFLXA	265	16	281
	TLCHFLXA	132	8	140
	TVRSFLXA	608	36	644
	UMTLFLXA	270	16	286
	WLSTFLXA	575	34	609
	WLWDFLXA	324	19	343
	Total	18004	1068	19072
Orlando	ALSPFLXA	1885	577	2462
	APPKFLXA	988	148	1136
	CSLBFLXA	543	128	671
	GLRDFLXA	1252	279	1531
	KNVLFLXA	216	1	217
	KSSMFLXA	5230	1	5231
	KSSMFLXB	1831	93	1924
	KSSMFLXD	1679	31	1710
	LKBRFLXA	1159	348	1507
	LKHLFLXA	356	1	357
	MTLDLFLXA	510	330	840
	MTVRFLXA	134	1	135
	ORCYFLXA	1122	1	1123
	ORCYFLXC	1553	17	1570

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

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Orlando	ORCYFLXD	552	55	607
	STCDFLXA	2291	48	2339
	WNRFLXA	222	1	223
	WNGRFLXA	563	1	564
	WNPFLXA	1909	203	2112
Total		23995	2264	26259
Total all LATAs		41999	3332	45331

Executed the 7th day of April, 19 89.

Witness:

Christine A. Burlakos

UNITED TELEPHONE COMPANY OF FLORIDA

By R. E. King (for)
Randy W. Osler
Vice President

Witness:

Gordy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By WC Janff
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective July 1, 1988

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 VISTA-UNITED TELECOMMUNICATIONS.

This Supplement is issued to reflect the establishment of a new point of connection which replaces the previous point of connection.

VISTA EXCHANGE(S)	OPERATOR ACCESS CENTER	SOUTHERN BELL LATA	POINT OF CONNECTION	
			V/H COORD.	DESCRIPTION
Lake Buena Vista	Lake Buena Vista	Orlando	7954;1032	A point in Southern Bell's Orlando-Magnolia (ORLDFLMA) central office at the interconnection point of AT&T facilities leased to Vista-United and Southern Bell facilities.

Executed the 25th day of January, 19 90.

Witness:

James F. Leuninger

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]
General Manager

Witness:

Barbara Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

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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 VISTA-UNITED TELECOMMUNICATIONS.

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 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.
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 Independent Company or both, as the context shall require.
7. 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.

8. EXCHANGE ACCESS FACILITIES are those facilities used in the origination or termination of Interstate and Intrastate telecommunications.
9. 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.
10. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.
11. 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.
12. 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 Vista Communications, Inc.'s and Florida Telephone Corporation's official earnings statements for the settlement period. The compensation ratio will be calculated using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the settlement period. Prior years' tax adjustments will be included in compensation as currently booked.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by Vista-United will be handled in the study consistent with the recording on Vista Communications, Inc.'s and Florida Telephone Corporation's books.
13. 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.

14. 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.
15. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.
16. 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.
17. 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.)
18. 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.
19. 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.
20. 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.
21. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.
22. 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.

23. 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.
24. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.
25. 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.
26. 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.
27. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
28. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.
29. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
30. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.
31. 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.
32. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

33. 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.
34. 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.
35. PARTY means the Bell company or Independent Company or both, as the context shall require.
36. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.
37. POINT OF INTERFACE (POI) means the physical connection at the demarcation point between the facilities used in providing access service and the facilities used in providing InterLATA/Inter-Market Area service. The POI establishes the operational responsibilities of a carrier providing interexchange service and a carrier providing access service.
38. 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.
39. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.
40. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
41. REVENUES are amounts chargeable for telecommunication services enumerated in specific Annexes.
42. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
43. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX service are located.

44. 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.
45. 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.
46. 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.
47. 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.
48. TRANSPORT means the facility from an end office to an interexchange carrier's Point of Interface.
49. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable of collection.

Executed this 5th day of June 1989 .

WITNESS:

Rym B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By [Signature]
General Manager

WITNESS:

Dorothy Bennett

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 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 VISTA-UNITED TELECOMMUNICATIONS.

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 III	-	Intrastate Access Revenue Distribution
Annex IV	-	Interstate Joint Access Revenue Distribution
Annex V	-	Extended Area Service
Annex VII	-	IntraLATA/Intra-Market Foreign Exchange Service
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

Executed the 20th day of October, 19 86.

Witness:

James F. Schumacher

VISTA-UNITED TELECOMMUNICATIONS

By 
General Manager

Witness:

Am Barkley

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 VISTA-UNITED TELECOMMUNICATIONS, a partnership 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 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 telecommunication services, including operator, switching and transmission facilities. Excluded are interLATA 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 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, embargos, 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 telecommunication 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.

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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 NONTTELEPHONE COMPANY OPERATIONS

Nontelephone 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 for hire. Such nontelephone 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 during compilation and upon completion of these studies.

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.

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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.

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, which consent shall not be unreasonably withheld.

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 nonowner to indemnify and save the nonowner 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 nonowner for any such liability, claim or demand. The nonowner 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 claims; provided, however, that claims for indemnification under this Section may be made within two years of the actual of the cause of action for indemnification.

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.

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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 5th day of March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James F. Schumacher

By:

James F. Schumacher

General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By:

R. J. Burns

Assistant Vice President

000954

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 VISTA-UNITED TELECOMMUNICATIONS.

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 Access Revenue Distribution
Annex IV	Interstate Joint Access Revenue Distribution
Annex V	Extended Area Service
Annex VII	IntraLATA/Intra-Market Foreign Exchange Service
Annex X	IntraLATA Joint Provisioning
Annex XI	Accounting Services
Annex XV	Access Service Provisioning
Annex XVI	Number Services

Executed the 6th day of March, 19 84.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James I. Schumacher

By: James W. [Signature]
General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am. Barkley

By: R. T. Burns
Assistant Vice President

000955

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 VISTA-UNITED TELECOMMUNICATIONS.

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) for interexchange telecommunication.
2. Base Station of Registry means the Mobile Telephone base station serving an area predominately used by the 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 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 Independent Company or both, as the context shall require.
7. 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.
8. Exchange Access Facilities those facilities used in the origination or termination of Inter- and Intrastate Telecommunications.

000956

9. 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 nontoll 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.
10. Exchange Carrier shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.
11. 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 nonrecoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.
12. 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 Vista Communications, Inc.'s and Florida Telephone Corporation's official earnings statements for the settlement period. The compensation ratio will be calculated using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the settlement period. Prior years' tax adjustments will be included in compensation as currently booked.

Any Investment Credit, Accelerated Depreciation, Asset Depreciation Range and other special tax provisions which are claimed by Vista-United will be handled in the study consistent with the recording on Vista Communications, Inc.'s and Florida Telephone Corporation's books.
13. 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.
14. 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 Bell compensation ratio.
15. Interexchange means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.

16. 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.
17. InterLATA/Inter-Market 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.)
18. IntraLATA/Intra-Market 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.
19. IntraLATA/Intra-Market Facilities are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange both within the same LATA/Market area.
20. IntraLATA/Intra-Market 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.
21. IntraLATA/Intra-Market Telecommunication means telecommunication within a LATA/Market area.
22. Intrastate IntraLATA/Intra-Market 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.
23. 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 telecommunication services, as prescribed and approved by the Court in US 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.
24. Local Company is the Company in which the station or other customer termination for the FX service is located.

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25. Local Exchange is the exchange in the Local Company's area in which the station or other customer termination for the FX service is located.
26. 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.
27. Market Area means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.
28. Message Distribution includes the identification, formatting, and invoicing (packing) of message data.
29. Message Investigation Center investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.
30. Message Transmission (CMDS) is the sending and receiving of message data via a centralized distribution point.
31. 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.
32. Mobile Service Area means the territory designated in applicable tariffs as the mobile service area.
33. 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.
34. 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.
35. Party means the Bell Company or Independent Company or both, as the context shall require.

36. Point of Connection (POC) means the point at which the facilities of exchange carriers meet in providing access service.
37. Point of Interface (POI) means the physical connection at the demarcation point between the facilities used in providing access service and the facilities used in providing interLATA/inter-Market service. The POI establishes the operational responsibilities of a carrier providing interexchange service and a carrier providing access service.
38. Point of Presence (POP) means a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.
39. Rating is the computation of the applicable charges for a message based on a schedule of tariffed rates.
40. Recording is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.
41. Revenues are amounts chargeable for telecommunication services enumerated in specific ANNEXES.
42. Roamer means a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.
43. Serving Company is the Company in which the central office switching facilities (dial tone) for the FX service are located.
44. Serving Exchange is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for the FX service are located.
45. 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.
46. 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.

47. 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.
48. Transport means the facility from an end office to an interexchange carrier's Point of Interface.
49. Uncollectible Revenues are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable of collection.

Executed this 5th of March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James F. Schumacher

By:

[Signature]

General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Mr. Barkley

By:

[Signature]

Assistant Vice President

000961

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 VISTA-UNITED TELECOMMUNICATIONS.

<u>IND. CO. EXCHANGES</u>	<u>OPERATOR ACCESS CENTER</u>	<u>BELL COMPANY LATA</u>
Lake Buena Vista	Lake Buena Vista	Orlando

POINT OF CONNECTION: Interconnection facilities from central offices of Vista-United Telecommunications' exchange will be provided by United Telephone Company of Florida to the point or points of connection established with Southern Bell. The points of connection between Vista-United Telecommunications and United Telephone Company of Florida are located as follows:

Microwave: Vista-United Telecommunications' owned microwave tower is located at Latitude N28°-25'-44" and Longitude W81°-34'-28" central office coordinates V7995; H1052. For study purposes, the point of connection between Vista-United Telecommunications and United Telephone will coincide with Vista-United Telecommunications' actual ownership.

Cable: The United Telephone Company of Florida cable terminates at location Latitude N28°-23'-31" and Longitude W81°-32'-01" central office coordinates V7998; H1041. This connection is on the Vista-United Telecommunications Main Distribution Frame (MDF).

Executed this 5th of March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James F. Schumacher

By:

James W. [Signature]
General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am. Barkley

By:

R. T. Burns
Assistant Vice President

000962

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 VISTA-UNITED TELECOMMUNICATIONS.

From the effective date of this Exhibit, Vista-United will perform or cause to be performed the recording, identification and operating functions required for handling the traffic originating at Lake Buena Vista and terminating at all points within the Orlando LATA as covered by this Agreement or Annexes thereto.

Changes in present operation affecting Vista-United shall be agreed upon in writing by the parties before becoming effective.

Executed this 5th of March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James F. Kleenmacher

By:

James W. Tyler

General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By:

R. T. Burns

Assistant Vice President

000963

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 VISTA-UNITED TELECOMMUNICATIONS 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 VISTA-UNITED TELECOMMUNICATIONS (hereinafter "Vista-United") 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 12th day of September , 1990.

Witness:

William D. Thornton

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]

General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]

Assistant Vice President

000964

SUPPLEMENT NO. ~~6~~ 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 VISTA-UNITED TELECOMMUNICATIONS 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.

000965

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FLORIDA
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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

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 11th day of June, 1991.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James J. Schumacher

By

[Signature]
General Manager
Director *fm*

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Sarah J. Bennett

By

W.C. San P.
Assistant Vice President

000966

SUPPLEMENT NO. 6
TO
ANNEX III

ATTACHMENT 1
TO
EXHIBIT A

Effective July 1, 1988

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTRASTATE JOINT ACCESS SERVICES, effective July 1, 1985 between VISTA-UNITED TELECOMMUNICATIONS and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to include Attachment 1, providing revenue distribution percentages for Intrastate Joint Access.

The following Compensation amounts shall apply for the provision of 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 percentages. The ownership percentages are 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>Vista</u> <u>Wire Center</u>	<u>Southern Bell</u> <u>Wire Center</u>	<u>Vista</u> <u>% Ownership</u>	<u>Southern Bell</u> <u>% Ownership</u>
LKBNFLXB	CCBHFLAF	36	64
LKBNFLXB	CCBHFLMA	36	64
LKBNFLXB	CCBHFLPA	35	65
LKBNFLXB	COCOFLMA	37	63
LKBNFLXB	COCOFLME	37	63
LKBNFLXB	DBRYFLDL	42	58
LKBNFLXB	DBRYFLMA	43	57
LKBNFLXB	EGLLFLBG	35	65
LKBNFLXB	EGLLFLHI	34	66
LKBNFLXB	EORNFLMA	46	54
LKBNFLXB	GENVFLMA	45	55
LKBNFLXB	MLBRFLMA	34	66
LKBNFLXB	ORLDFLAP	59	41
LKBNFLXB	ORLDFLCL	63	37
LKBNFLXB	ORLDFLMA	66	34
LKBNFLXB	ORLDFLPC	61	39
LKBNFLXB	ORLDFLPH	60	40

<u>Vista Wire Center</u>	<u>Southern Bell Wire Center</u>	<u>Vista % Ownership</u>	<u>Southern Bell % Ownership</u>
LKBNFLXB	ORLDFLSA	59	41
LKBNFLXB	OVIDFLCA	54	46
LKBNFLXB	SNFRFLMA	46	54
LKBNFLXB	TTVLFLMA	38	62
LKBNFLXD	CCBHFLAF	36	64
LKBNFLXD	CCBHFLMA	36	64
LKBNFLXD	CCBHFLPA	35	65
LKBNFLXD	COCOFLMA	37	63
LKBNFLXD	COCOFLME	37	63
LKBNFLXD	DBRYFLDL	43	57
LKBNFLXD	DBRYFLMA	43	57
LKBNFLXD	EGLFLBG	35	65
LKBNFLXD	EGLFLHI	34	66
LKBNFLXD	EORNFLMA	47	53
LKBNFLXD	GENVFLMA	45	55
LKBNFLXD	MLBRFLMA	34	66
LKBNFLXD	ORLDFLAP	59	41
LKBNFLXD	ORLDFLCL	63	37
LKBNFLXD	ORLDFLMA	66	34
LKBNFLXD	ORLDFLPC	61	39
LKBNFLXD	ORLDFLPH	60	40
LKBNFLXD	ORLDFLSA	60	40
LKBNFLXD	OVIDFLCA	54	46
LKBNFLXD	SNFRFLMA	46	54
LKBNFLXD	TTVLFLMA	38	62

Executed the 25th day of January, 1990.

Witness:

James F. Kluemacher

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]
General Manager

Witness:

Gladys Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President
F2

000968

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 VISTA-UNITED TELECOMMUNICATIONS (hereinafter "Vista-United") 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 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 the Initial Billing Company (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 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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01-01-88
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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 5th day of June, ~~1988~~ 1989.

Witness:

Rym B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000971

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 VISTA-UNITED TELECOMMUNICATIONS 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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01-01-88
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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.

Executed this 5th day of June, ~~1988~~ 1989.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000973

SUPPLEMENT 4

Issued February 3, 1987

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Vista-United Telecommunications, Lake Buena Vista, 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	\$ 426,757
1985 Preliminary Settlements	\$ 796,586
Net Due Bell	\$ 369,829

Upon the execution of this supplement Bell will debit the account of Vista-United in the amount of \$369,829 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 *25th day of March, 1987*

WITNESS:

VISTA-UNITED TELECOMMUNICATIONS

Jim McQuinn

By *[Signature]*
General Manager

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Ann Barkley

By *[Signature]*
Assistant Vice President

000974

SUPPLEMENT 3

Issued January 2, 1986

This supplement amends Annex III, Intrastate Joint Access Revenue Distribution Agreement which became effective as of January 1, 1984, between Vista-United Telecommunications, Lake Buena Vista, 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	\$1,294,833
1984 Preliminary Settlements	1,512,159
Net Due Bell	\$ 217,326

Upon the execution of this supplement Bell will debit the account of Vista-United in the amount of \$217,326 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 24th day of January, 1986.

WITNESS:

VISTA-UNITED TELECOMMUNICATIONS

Don H. Schuchman

By

James H. [Signature]

General Manager

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By

J. J. Broome

Assistant Vice President

000975

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

This Supplement supersedes Annex III and associated Exhibit A except for Supplement No. 1, 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 VISTA-UNITED TELECOMMUNICATIONS, a partnership 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 16th day of December, 19 85 .

Witness:

James F. Schumacher

VISTA-UNITED TELECOMMUNICATIONS

By *James W. [Signature]*
General Manager

Witness:

Am Barkley

SOUTHERN BELL TEL. & TEL. CO.

By *[Signature]*
Assistant Vice President

ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

EXHIBIT A
BASIS OF COMPENSATION
Effective July 1, 1985

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between VISTA-UNITED TELECOMMUNICATIONS 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 16th day of
December, 19 85 .

Witness:

[Signature]

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]

General Manager

Witness:

[Signature]

SOUTHERN BELL TEL. & TEL. CO.

By

[Signature]

Assistant Vice President

000980

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 VISTA-UNITED TELECOMMUNICATIONS, a partnership 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, 1986, of April, 1986, and of 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.

000981

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:

-NONE-

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

The various settlements and settlement adjustments to be made pursuant to this agreement shall be determined using the intent of separations, principles and procedures as incorporated into Part 67 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.

000982

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 16th day of December, 1985.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James B. Schumacher

By

Donna White

General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Ann Barkley

By

Brooks

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 VISTA-UNITED TELECOMMUNICATIONS, a partnership 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 to the Basic Agreement. Changes in routing affecting either Company 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.

000385

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 March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James H. Schumacher

By:

[Signature]

General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By:

[Signature]

Assistant Vice President

000986

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 VISTA-UNITED TELECOMMUNICATIONS, 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; less
 - 2. The Intrastate Access portion of the interest charged construction of the Independent Company; plus
 - 3. 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.3 above.

000987

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, and compensation ratio (return). 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 two percent of gross billed revenues for the study period will be the responsibility of the billing company. Documented fraud, unbillable responsible company returns not complete and not in standard format, and ICS messages will not be counted in the two percent 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. 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) consecutive calendar days duration. Deviation from the 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.

006988

- 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. 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 under normal circumstances 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, 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 six (6) 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 (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 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.

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 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 5th day March, 19 84

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James H. Huesman

By:

[Signature]

General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Am Barkley

By:

[Signature]

Assistant Vice President

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

Issued September 25, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Vista-United Telecommunications 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	\$26,110
1990 Preliminary Settlements	\$69,100
Net Due Bell	\$42,990

Upon the execution of this supplement Bell will debit the account of Vista-United in the amount of \$42,990 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 stated, and, when executed by both parties will be attached to and made a part thereof.

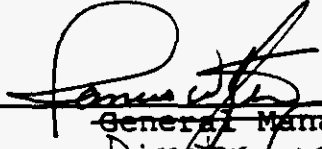
Executed this 29th day of October, 1991.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

William B. Hall

BY


General Manager
Director

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

BY


Assistant Vice President

000992

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.

VISTA-UNITED TELECOMMUNICATIONS
Company

James Z. Schumacher
Name/Title

10/16/90

Date

SOUTHERN BELL

Carl L. Blythe, Sr. - Operations Manager
Name/Title

11/15/90

Date

000993

SUPPLEMENT NO. 2
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 January 1, 1988, between Vista-United Telecommunications 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	\$ 29,652
1989 Preliminary Settlements	143,012
Net Due Bell	\$113,360

Upon the execution of this supplement Bell will debit the account of Vista-United in the amount of \$113,360 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

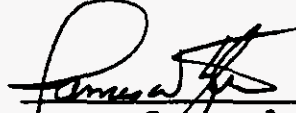
This Supplement modifies the identified Annex XXVIII only as stated, and, when executed by both parties will be attached to and made a part thereof.

Executed this 1st day of October, 1990.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

Miles J. Schmitt

By 
General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By 
Assistant Vice President
EL

000994

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

Issued August 31, 1989

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

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1988 to 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	\$131,391
1988 Preliminary Settlements	\$168,000
Net Due Bell	\$ 36,609

Upon the execution of this supplement Bell will debit the account of Vista-United in the amount of \$36,609 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 18th day of October, 1989.

WITNESS:

Lynn B. Hall

WITNESS:

Dorothy Bennett

VISTA-UNITED TELECOMMUNICATIONS

By

[Signature]
General Manager

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By

[Signature]
Assistant Vice President

000995

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 VISTA-UNITED TELECOMMUNICATIONS, a partnership under the laws of the State of Florida, herein called Vista-United, 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 Vista-United under Intrastate IntraLATA/Intra-Market Area Interexchange Private Line tariffs filed by Southern Bell and concurred in by Vista-United. IntraLATA/Intra-Market Area Interexchange Private Line Services subject to this Annex are identified in Southern Bell's Florida Private Line Service Tariff.

II. VISTA-UNITED EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and Vista-United 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 Vista-United 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 5th day of
June , 1989 .

Witness:

Jim B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By James W. [Signature]
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

000997

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 VISTA-UNITED TELECOMMUNICATIONS, hereinafter called Vista-United, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

Compensation amounts which Vista-United 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. Vista-United shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, 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 Vista-United; plus
 - 3. An amount to give Vista-United 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 Vista-United 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 Vista-United; less

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2. The net of Vista-United'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 Vista-United 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 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. 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. Vista-United 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, Vista-United and Southern Bell shall establish a schedule for the exchange of data required to enable Vista-United to complete the study within six (6) months following the close of the study period.
- B. Southern Bell shall advise Vista-United 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 Vista-United failed to meet its obligations:

1. Any retroactive compensation amount due Vista-United 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 Vista-United 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 parties' books are maintained in accordance with the Uniform System of Accounts as prescribed by Part 32, FCC Rules and Regulations. Vista-United and Southern Bell books shall also conform to formal orders of the Florida Public Service Commission.

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.

Vista-United 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 Vista-United 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 Vista-United 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 5th day of June, 1989.

Witness:

Ann B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By 
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By 
Assistant Vice President

001002

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

EFFECTIVE NOVEMBER 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 VISTA-UNITED TELECOMMUNICATIONS 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 Vista-United payments to Southern Bell:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOCS</u>
Orlando	CCBHFLAF	1
	CCBHFLMA	20
	COCOFLMA	8
	COCOFLME	16
	DBRYFLDL	8
	DBRYFLMA	3
	EGLLFLBG	10
	EGLLFLIH	8
	EORNFLMA	N.A.
	GENVFLMA	1
	LKMRFLMA	15
	MLBRFLMA	27
	ORLDFLAP	N.A.
	ORLDFLCL	N.A.
	ORLDFLMA	N.A.
	ORLDFLPC	N.A.
	ORLDFLPH	N.A.
	ORLDFLSA	N.A.
	OVIDFLCA	21
	SNFRFLMA	55
	TTVLFLMA	18
Total		211

N.A. - Not Applicable - EAS Calling

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VISTA/SOUTHERN BELL
FLORIDA
ANNEX XXIX, SUP. 1
EXH. A, ATT. 1
11-01-90
Page 2 of 2

II. For Southern Bell payments to Vista-United:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>BHMOCS</u>
Orlando	LKBNFLXB LKBNFLXD	212 <u>92</u>
	Total	304

Executed the 11th day of June , 19 91 .

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James A. Kienreich

James A. Kienreich
~~General Manager~~
Director

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

W.C. Smith
Assistant Vice President

001004

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 VISTA-UNITED TELECOMMUNICATIONS, a partnership organized under the laws of the State of Florida, (herein called "Vista-United"), 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 Vista-United 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 5th day of June, 1989.

Witness:

Alvin B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By [Signature]
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

001007

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 VISTA-UNITED TELECOMMUNICATIONS 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.

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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 5th day of June, 1989.

Witness:

John B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By [Signature]
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

001010

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 VISTA-UNITED TELECOMMUNICATIONS 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 Vista-United payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's		
		TERM (MTS/WATS)	ORIG (800)	TOTAL
Orlando	CCBHFLMA	103	7	110
	COCOFLMA	40	3	43
	COCOFLME	72	5	77
	DBRYFLDL	2	1	3
	DBRYFLMA	4	1	5
	EGLLFLBG	84	6	90
	EGLLFLIH	22	1	23
	EORNFLMA	N.A.	N.A.	N.A.
	GENVFLMA	2	1	3
	MLBRFLMA	124	8	132
	ORLDFLAP	N.A.	N.A.	N.A.
	ORLDFLCL	N.A.	N.A.	N.A.
	ORLDFLMA	N.A.	N.A.	N.A.
	ORLDFLPC	N.A.	N.A.	N.A.
	ORLDFLPH	N.A.	N.A.	N.A.
	ORLDFLSA	N.A.	N.A.	N.A.
	OVIDFLCA	20	1	21
	SNFRFLMA	30	2	32
	TTVLFLMA	128	9	137
Total		631	45	676

N.A. - Not Applicable - EAS Calling

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II. For Southern Bell payments to Vista-United:

<u>LATA</u>	<u>WIRE CENTER CLLI</u>	<u>TERM (MTS/WATS)</u>	<u>BHMOC's ORIG (800)</u>	<u>TOTAL</u>
Orlando	LKBNFLXB	344	9	353
	LKBNFLXD	258	6	264
Total		602	15	617

Executed the 5th day of June, 1989.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By [Signature]
General Manager

Witness:

Norothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By [Signature]
Assistant Vice President

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