960786-TL

10-minute break.

(Brief recess.)

- - - - -

CHAIRMAN JOHNSON: We'll go back on the record. I think we're ready for our next witness. And there may be some preliminary matters. Let's go to the preliminary matters.

MR. HATCH: There's a couple preliminary matters. I think the next one on the agenda, Commissioners, is there is still a pending dispute with respect to BellSouth and AT&T and the other members of FCCA with respect to the production of documents that we received last week.

I'm about to hand you a document that are extracts of some of the information in the material that was produced by BellSouth to FCCA. It is highly proprietary. That's why I'm handing you this out. What I would request at the moment is that you enter a temporary protective order that would protect it from public records disclosure while it's in the Commission's hands, and then after we're done with the argument, then we can gather these sheets back up. So I'll go ahead and hand those out now if I can have a protective order.

CHAIRMAN JOHNSON: How do we handle this,

(Part 1 of 2)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 960786-TL EXHIBIT NO. 66
COMPANY/ WITNESS: AT&T / Hatch
DATE:

9-10-97
DN
09064-97

Staff, this document that he's referring to?

MS. CULPEPPER: I believe what Mr. Hatch suggested will be appropriate, a temporary protective order.

CHAIRMAN JOHNSON: That we grant that temporary protection order now. Okay. Then we'll grant the temporary protective order. And I'm sorry. I didn't catch the first part of your statement. How is this being used?

MR. HATCH: Okay. What you have before you is information that has been drawn from the interconnection agreements that BellSouth has with other ILECs and you can go through there. The first page is basically a summary of the basic agreement that BellSouth has with all of the LECs, and then as you go through you can see for each LEC which piece-parts they have with respect to their agreements with BellSouth.

The reason I'm giving you this sheet is because I can show you it without having to talk about it and disclose it, which was one of the problems of trying to get ready to do any cross-examination on it.

Essentially the posture we find ourselves in is that I had proposed to BellSouth that we basically go ahead and stipulate the contracts into the record

and that we could argue the information in them with respect to our cases when we file the briefs.

BellSouth still claims, or still is arguing, that the information is irrelevant, and essentially that's what Ms. White and I are going to argue about now.

Commissioners, what you see before you is essentially the substance of all those interconnection agreements. As you recall from the beginning of the hearing last week, Commissioner Johnson had issued a ruling that the information was relevant to produce. The Commission had denied BellSouth's motion for reconsideration, that these documents are relevant and should be produced.

What I am asking today is that these documents be entered into the record in this proceeding. Because of the lateness in which we got them and because of the difficulties of trying to structure cross-examination from these documents, this seemed to me the most expedient solution -- if you'll forgive the word -- for getting information into the record for subsequent use.

These contracts are, as you can see from the services covered with respect to companies, they're directly on the issues in this case with respect to

whether BellSouth is providing nondiscriminatory access as well as other services that are relevant within the 14-point checklist.

We still maintain that these documents are directly relevant. They directly show what BellSouth is doing with some of its competitors. Then the question then becomes what is it doing with all of its competitors and is it relevant to that determination?

CHAIRMAN JOHNSON: BellSouth?

MS. WHITE: Yes. Thank you. Chairman Johnson, you, as the prehearing officer, decided that these documents were relevant for purposes of discovery, and on reconsideration the Commission agreed with you.

Now AT&T and the other members of the FCCA are asking that these documents be included into the record; moved into the record. So it's not just for discovery purposes anymore, it's for purposes of entering them into the record.

BellSouth would object to the documents coming into the record for the same reasons it objected on discovery; that interconnection with the incumbent local exchange companies was not provided under the Act, it was not negotiated under the Act and, therefore, it is not relevant to what BellSouth

is providing under the Act. Thank you.

CHAIRMAN JOHNSON: Staff?

MS. CULPEPPER: Commissioners, Staff recommends that the evidence appears relevant for the purposes of determination under Section 271. Therefore, we would recommend that the evidence be admitted but accorded whatever weight that it may be due.

CHAIRMAN JOHNSON: Commissioners, any comments? And are you at this time asking us to mark this?

MR. HATCH: Yes, ma'am; that would be my next request is that the interconnection agreements be marked for identification as a composite exhibit. I don't know what the next number is.

CHAIRMAN JOHNSON: Okay. And how do we handle that with the confidential document?

MR. HATCH: I will provide a copy I have. Actually, it's a box. I will provide the box to the court reporter with that exhibit number on it.

MS. CULPEPPER: Madam Chairman, may I ask Mr. Hatch if he would clarify for us? We just looked over this document, and we're not sure exactly what information in here is exactly supposed to be confidential, because it appears to us some of this

has actually been filed.

MR. HATCH: All of the information in this handout that I handed to you comes directly out of the documents produced. BellSouth has claimed that those documents are proprietary. So rather than get into the nuances of which piece is and which piece isn't, which can be solved later, this seemed to be the best way to handle it.

MS. WHITE: Well, if I could just have a clarification. You're not moving this handout into the record, you're moving the actual agreements themselves into the record?

MR. HATCH: That is correct. The handout I was going to pick back up. It was solely for illustrative purposes for argument. The handout is not the exhibit. The documents themselves, the contracts, are the exhibit.

MS. CULPEPPER: Thank you.

CHAIRMAN JOHNSON: We will mark as Exhibit 66 the interconnection agreements with the ILECs, and Mr. Hatch will provide those to our court reporter. And you've moved that?

MR. HATCH: Yes, ma'am.

CHAIRMAN JOHNSON: I'm going to admit that. I do believe that it is relevant, and to the extent

that there are arguments that can be made, they will go to weight and not admissibility.

Any other preliminary matters?

(Exhibit 66 marked for identification and received in evidence.)

MR. HATCH: One final matter. Dr. Kaserman is technically the next witness up in the lineup. We have agreed to stipulate him into the record, if you want to handle that now.

Dr. Kaserman has prepared 59 pages of rebuttal testimony including end notes, and we would request that that be inserted into the record as though read.

COMMISSIONER KIESLING: I'm sorry. Did you say Robert?

MR. HATCH: Dr. Kaserman, David Kaserman.

COMMISSIONER KIESLING: That's what I thought. That's why I was confused about --

MR. HATCH: If I said Robert, I misspoke. I'm sorry.

CHAIRMAN JOHNSON: It will be admitted inserted into the record as though read.

MR. HATCH: Dr. Kaserman had also prepared six exhibits, DLK-1 through DLK-6. Could I request they be marked for identification?

960786-TL

Gulf Telephone

DECLASSIFIED
FPSC 11-15-04

(Part 2 of 12)

DOCUMENT NUMBER-DATE
09064 SEP 10 05
FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 10, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between BELLSOUTH TELECOMMUNICATIONS, INC., and GULF TELEPHONE COMPANY.

This Supplement is issued to recognize the cancellation of Annex 106, 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 No	
108	- IntraLATA/Intra-Market Area Foreign Exchange Service
302	- Accounting Services
503	- Customer Information Exchange

Executed this 10thday of October , 1995.

Witness:

GULF TELEPHONE COMPANY

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 16, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company" and GULF TELEPHONE COMPANY.

This Supplement is issued to implement Annex 503, 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 No	Formerly:		
106	XXVIII	-	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
302	XI	-	Accounting Services
503		-	Customer Information Exchange

Executed this 16th day of July , 19 93

Witness:

Sean G. Stevens

GULF TELEPHONE COMPANY

By John H Lawler
President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Sanders
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company" and GULF TELEPHONE COMPANY.

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No	Formerly:	
106	XXVIII	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	IntraLATA/Intra-Market Area Foreign Exchange Service
302	XI	Accounting Services

Executed this 29th day of April, 1993

Witness:

GULF TELEPHONE COMPANY

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

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 November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein call "Southern Bell", and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Gulf", sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

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

The Gulf exchanges are listed in Exhibit C to this Agreement.

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

SECTION II
METHODS AND PRACTICES

Each party shall construct, equip, maintain and operate its system in accordance with accepted industry standards for service and blockage as specified in Section 6.5.7 of the BellSouth and the National Exchange Carrier Association interstate access tariffs so that good service shall be furnished at all times and each will furnish adequate facilities therefor.

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

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

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

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

SECTION III
FORCE MAJEURE

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

SECTION IV
PROTECTION OF PROPRIETARY OR COPYRIGHTED INFORMATION

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

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

A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation including alphabetical listings of names, addresses and telephone numbers to be used for the provision of directory assistance in conducting local exchange telephone business ("Proprietary or Copyrighted Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating company and, when in tangible form, shall be returned upon request. Unless any such Proprietary or Copyrighted Information was previously known to the other company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by Southern Bell and Gulf. Neither company shall disclose, disseminate or release any such Proprietary or Copyrighted Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.

B. Neither company shall be held liable for any errors or omissions in any Proprietary or Copyrighted Information disclosed or furnished to the other company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other company's use of any such Proprietary or Copyrighted Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one company to the other company for the use of any Proprietary or Copyrighted Information covered by this Agreement or any of its Annexes.

C. In addition, each company agrees to give immediate notice to the other company of any demands to disclose or provide Proprietary or Copyrighted Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary or Copyrighted Information. Under such circumstances, each company agrees to cooperate in seeking reasonable protective arrangements requested by the other company.

D. In the event either company discloses, disseminates or releases any Proprietary or Copyrighted Information received from the other company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other company may refuse to provide any further Proprietary or Copyrighted Information previously provided to such company; such refusal to provide further Proprietary or Copyrighted Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this paragraph are in addition to any other legal rights or remedies the company whose Proprietary or Copyrighted Information has been disclosed, disseminated or released may have under State or Federal law.

E. It is agreed that any and all Proprietary or Copyrighted Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.

F. It is agreed that as a result of the uniqueness of this Proprietary or Copyrighted Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary or Copyrighted Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

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

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

SECTION V
EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the parties and the provision of certain reports and information in connection with the provision of facilities and services hereunder and administration of this Agreement. Also, each party to the Agreement shall provide to the other party the data in sufficient detail reasonably necessary to meet the other party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any party, such

party may condition furnishing such information upon the other party's agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder, provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.

SECTION VI
OPERATIONS OTHER THAN REGULATED BASIC EXCHANGE SERVICE, JOINT EXTENDED AREA SERVICE, INTRALATA TOLL AND INTEREXCHANGE ACCESS SERVICES

Operations other than those relating to the ownership and operation of equipment and facilities for the provision of basic exchange subscriber service, the joint provision of carrier access to and from the InterLATA network and the joint provision of facilities for IntraLATA toll used for the transmission of intelligence by telephone for hire shall be excluded from this Agreement. Such operations include, but are not limited to, telephone answering service, resale of MTS and WATS, cable television service, paging and joint venture arrangements with interexchange and cellular carriers. In the event either party to this Agreement enters into any such operations all facilities, messages, usage, expense and investment will be excluded from any pooling or other type compensation arrangement between the parties.

SECTION VII
COMPLIANCE MONITORING

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

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

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

SECTION VIII
COMPENSATION ARRANGEMENTS

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

SECTION IX
BILLING ARRANGEMENTS

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

SECTION X
TERMINATION

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

SECTION XI
DEFAULTS AND VIOLATIONS

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

SECTION XII
ASSIGNMENT

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

SECTION XIII
INDEMNIFICATION

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

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

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

No claims under this Section, or claims with respect to charges under this Agreement or adjustments of such charges, or any other claims with respect to this Agreement may be made more than two years after the date of the event that gave rise to the claim; provided, however, that claims for indemnity under this Section may be made within two years of the accural 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 19th day of October, 1989.

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

BASIC AGREEMENT

EXHIBIT A

ANNEX TABLE OF CONTENTS

Effective November 5, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

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

Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service

Annex XI - Accounting Services

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

Executed this 19th day of October , 1989 .

Witness:

Jean G. Stevens

GULF TELEPHONE COMPANY

By John K Vaughn
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By C. B. Rodgers Jr.
Assistant Vice President
For

BASIC AGREEMENT

EXHIBIT B

DEFINITIONS

Effective November 5, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

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

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.

5. BOOK COSTS assignable to 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 Southern Bell or Gulf or both, as the context shall require.

10. COMPENSATION is the amount of money due from Southern Bell to Gulf or from Gulf to Southern Bell for services and facilities provided under this Agreement.

11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.

12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.

13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. 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 Gulf's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Southern Bell on its official earnings statements for the compensation period.

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

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.

16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.

18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.

19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District 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 Southern Bell and Gulf, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of Gulf.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".

32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.

33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.

34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.

35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.

36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.

38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.

39. PARTY means Southern Bell or Gulf or both, as the context shall require.

40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.

42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.

43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.

44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.

45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.

46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.

47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.

48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)

49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.

50. SERVING COMPANY is the company in which the central office switching facilities (dial tone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF SOUTHERN BELL means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by Southern Bell and excluding facilities leased by Southern Bell to others.

53. The SYSTEM OF GULF means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by Gulf and excluding those leased by Gulf to others.

54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".

56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 19th day of October 1989 .

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

BASIC AGREEMENT

EXHIBIT C

POINTS OF CONNECTION, TRAFFIC RECORDING,
IDENTIFICATION AND OPERATOR FUNCTIONS

Effective November 5, 1989

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

GULF EXCHANGES	BELL LATA	POINTS OF CONNECTION V/H COORD.	DESCRIPTION
Keaton Beach Perry	Not Associated with Bell Lata.	No IntraLATA connection with Southern Bell.	

Routing of Intra-Market Area traffic not associated with Bell LATA is the responsibility of Gulf.

Gulf will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto.

Executed this 19th day of October , 1989 .

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex ~~XXVIII~~

(106)

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

Issued September 9, 1992

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

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$44,892
1991 Preliminary Settlements	$38,350
Net Due Gulf	$ 6,542

Upon the execution of this supplement BellSouth will credit the account of Gulf in the amount of $6,542 in final settlement for Private Line business for the period January 1, 1991 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 30th day of September, 1992.

Witness:

GULF TELEPHONE COMPANY

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

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

Issued August 21, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of November 5, 1989, between Gulf Telephone Company and Southern Bell Telephone and Telegraph Company.

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

	Private Line
1989 Study Costs	$27,786
1989 Preliminary Settlements	19,800
Net Due Gulf	$ 7,986

Upon the execution of this supplement Bell will credit the account of Gulf in the amount of $7,986 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

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

Executed this 1st day of October, 1990.

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXVIII

INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

This Annex, effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Gulf", sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

II. GULF EXCHANGES

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

III. MONTHLY COMPENSATION

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

IV. BASIS OF COMPENSATION

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

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 19th day of October, 1989.

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

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

EXHIBIT A
BASIS OF COMPENSATION

Effective November 5, 1989

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, effective November 5, 1989, between GULF TELEPHONE COMPANY, hereinafter called "Gulf", and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Southern Bell".

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

I. METHOD OF COMPENSATION

A. Gulf shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less

2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Gulf; plus

3. An amount to give Gulf the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.

B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Gulf a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Gulf; less

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

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

C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.

D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of Gulf. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.

B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.

C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

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

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

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

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

III. SEPARATION STUDIES REVISION

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

B. Southern Bell shall advise Gulf within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If Gulf failed to meet its obligations:

1. Any retroactive compensation amount due Gulf shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and

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

If Southern Bell failed to meet its obligations:

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

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

IV. SYSTEM OF ACCOUNTS

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

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

V. RIGHT OF REVIEW

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

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

VI. STATE REGULATORY MATTERS

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

Executed this 19th day of October , 1989 .

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

Annex VII

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ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. BASIS OF COMPENSATION

Compensation for FX service with uniform rates for IntraLATA/Intra-Market Area channel facility will be in accordance with ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, in effect between the parties.

III. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on this 19th day of October, 1989.

Witness:

Jean G. Stevens

GULF TELEPHONE COMPANY

By John A Vaughn
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex XI

(302)

ANNEX XI

ACCOUNTING SERVICES

This Annex, effective November 5, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and GULF TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Gulf", sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Gulf may include:

a. Message Distribution
b. Message Transmission (CMDS I/STARS)

2. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Gulf.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Gulf revenues for IntraLATA Intercompany Settlements (ICS) messages. Gulf will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

Where Southern Bell performs message distribution for Gulf in connection with messages not recorded and rated by Southern Bell, Gulf shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Gulf, to the extent identifiable, the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Gulf to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

   (a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

   (b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

   (c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

   (d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

   (e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Gulf will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Gulf.

3. Where charges for services listed above are owed to a company not covered by this Annex, the RAO company will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by Gulf in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Gulf shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except for charges established in Exhibit A to this Annex. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective November 5, 1989 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either party to the other.

Executed this 19th day of October , 1989 .

WITNESS:

GULF TELEPHONE COMPANY

By John A. Vaughan
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President
for

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
INTERCOMPANY SETTLEMENT COMPENSATION

Effective November 5, 1989

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective November 5, 1989 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GULF TELEPHONE COMPANY.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40 percent of the revenue, and remit the remaining 60 percent to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 19th day of October , 1989 .

WITNESS:

Joan B. Stevens

GULF TELEPHONE COMPANY

By John A. Vaughn
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By C. B. Rodgers, Jr.
Assistant Vice President
for

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and GULF TELEPHONE COMPANY, a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of July, 1993.

Witness: GULF TELEPHONE COMPANY

Dean B. Stevens By John W. Langley
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W. C. Gantt
Assistant Vice President

960786-TL

GTE Florida

RMK 11-15-04
DECLASSIFIED

(Part 3 of 12)

DN
09064-04
9-10-97

Basic

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 26, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., and GTE FLORIDA, INCORPORATED.

This Supplement is issued to implement Annex 309, and to reflect cancellation of Annexes 106 and 108, 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 No.	
114 -	E911 Service
302 -	Accounting Services
309 -	Electronic White Pages Listing Information
501 -	Digital Access Cross Connect Service
503 -	Customer Information Exchange

Executed the 26th day of July, 1995.

Witness: Jerrie Gilco

GTE FLORIDA, INCORPORATED

By _____
Vice President

Witness: Dorothy Barnett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective December 16, 1994

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and GTE FLORIDA, INCORPORATED.

This Supplement is issued to implement Annex 114, 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 No.	Formerly:	
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
114	-	- E911 Service
302	XI	- Accounting Services
501	XXVII	- Digital Access Cross Connect Service
503		- Customer Information Exchange

Executed the 16th day of December, 19 94.

Witness:

GTE FLORIDA, INCORPORATED

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: September 30, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and GTE FLORIDA, INC.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
302	XI	- Accounting Services
501	XXVII	- Digital Access Cross Connect Service
503		- Customer Information Exchange

Executed the 30th day of September , 1993 .

Witness:

Jerrie Dillon

GTE FLORIDA, Incorporated

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

APPROVED
8/23/93
LAW DEPT.

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and GTE FLORIDA, INC.

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
302	XI	- Accounting Services
501	XXVII	- Digital Access Cross Connect Service

Executed the 29th day of April, 1993.

Witness:

Deborah Branham

GTE FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 3, 1990

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

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

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

Annex I	-	Intrastate IntraLATA/Intra-Market Toll Services
Annex VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
Annex VIII	-	Domestic Public Land Mobile Radiotelephone Roamer Service
Annex XI	-	Accounting Services
Annex XXVII	-	Digital Access Cross Connect Service
Annex XXVIII	-	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services

Executed the 3rd day of July , 1990 .

Witness:

Beverly Y. Menard

GTE FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1988

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

This Supplement is issued to recognize the addition of Annex XXVIII and the deletion of Annex III; and is made effective upon execution.

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

Annex I	-	Intrastate IntraLATA/Intra-Market Toll Services
Annex VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
Annex VIII	-	Domestic Public Land Mobile Radiotelephone Roamer Service
Annex XI	-	Accounting Services
Annex XXVIII	-	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services

Executed the 17th day of January , 1989.

Witness:

GTE FLORIDA, INC.

By Beverly H. Menard
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

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

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

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.

2. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.

3. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003, 2004 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, and 4340. In addition, book costs will include amounts in Account 2005 to the extent 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 General Company or both, as the context shall require.

7. COMPENSATION is the amount of money due from the Bell Company to the General Company or from the General Company to the Bell Company for services and facilities provided under this Agreement.

8. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.

9. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.

10. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.

11. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the General Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

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

12. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.

13. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.

14. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.

15. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.

16. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)

17. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.

18. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.

19. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.

20. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

21. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.

22. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

23. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.

24. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.

25. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.

26. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.

27. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.

28. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.

29. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.

30. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.

31. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

32. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.

33. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.

34. PARTY means the Bell company or Independent Company or both, as the context shall require.

35. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.

36. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.

37. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.

38. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.

39. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.

40. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.

41. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.

42. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

43. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.

44. The SYSTEM OF THE GENERAL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the General Company and excluding those leased by the General Company to others.

45. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

46. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 20th day of December 1988 .

WITNESS:

Brady R. Adair

GTE FLORIDA, INC.

By Beverly Y. Menard
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES

Effective January 1, 1988

Effective January 1, 1988, General Telephone Company of Florida changed its name to GTE FLORIDA, INC.

This Supplement is issued to amend this Agreement, dated January 1, 1984, to reflect the name change to GTE FLORIDA, INC.

Executed this 10th day of June , 1988.

Witness:

Beverly Y. Menard

GTE FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH 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 GENERAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called the General Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION 1
SCOPE OF THE AGREEMENT

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

The General Company exchanges are listed in Exhibit C to this Agreement. The method of handling message recording, identification and operator functions is specified in Annex I to this Agreement.

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

SECTION II
METHODS AND PRACTICES

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

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

SECTION III
FORCE MAJEURE

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

SECTION IV
PROTECTION OF PROPRIETARY INFORMATION

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

A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicity agreed to in writing not to be regarded as confidential; it: (a) shall be held in confidence by the receiving Company and its employees, contractors and

agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the General Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.

B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of any appropriate fee by one Company to the other Company for the use of any Proprietary Information covered by the Agreement or any of its Annexes.

C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in 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.

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 upon completion of these studies. Reviews may be made during compilation as mutually agreed between the two parties.

SECTION VIII
COMPENSATION ARRANGEMENTS

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

SECTION IX
BILLING ARRANGEMENTS

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

Unless otherwise agreed to in writing, both parties shall honor all commitments under this Agreement, and continue to make payments in accordance with this Agreement during the course of resolving any dispute pursuant to the provisions of this Agreement.

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 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 matters arising under this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand if the indemnifying Party has not approved the settlement in advance unless the indemnifying Party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed to assume such defense.

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

SECTION XIV
NOTICE

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

SECTION XV
GOVERNING LAW

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

SECTION XVI
SEVERABILITY

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

SECTION XVII
SURVIVABILITY

The rights and obligations of the parties under this Agreement and its Annexes arising as a result of events and transactions occurring before the cancellation date shall continue after said date, except as otherwise expressly agreed by the parties.

SECTION XVIII
AMENDMENTS: WAIVERS

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

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

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

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers on the 18th day of April 1984.

Witness:

Beverly Y. Menard

GENERAL TELEPHONE COMPANY OF FLORIDA

By James R. Price
Vice President - Revenue Requirements

Witness:

Jan Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By R T Burns
Assistant Vice President

BASIC AGREEMENT

EXHIBIT A

ANNEX TABLE OF CONTENTS

EFFECTIVE AS OF JANUARY 1, 1984

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

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

Annex I	-	Intrastate IntraLATA/Intra-Market Toll Services
Annex II	-	Not applicable to General Telephone Company of Florida
Annex III	-	Intrastate Access Revenue Distribution
Annex IV	-	Not applicable to General Telephone Company of Florida
Annex V	-	Not applicable to General Telephone Company of Florida
Annex VI	-	Not applicable to General Telephone Company of Florida
Annex VII	-	IntraLATA/Intra-Market Foreign Exchange Service
Annex VIII	-	Domestic Public Land Mobile Radiotelephone Roamer Service
Annex IX	-	Not applicable to General Telephone Company of Florida
Annex X	-	Not applicable to General Telephone Company of Florida
Annex XI	-	Accounting Services

Annex XII - Not applicable to General Telephone Company of Florida

Annex XIII - Not applicable to General Telephone Company of Florida

Annex XIV - Not applicable to General Telephone Company of Florida

Annex XV - Not applicable to General Telephone Company of Florida

Annex XVI - Not applicable to General Telephone Company of Florida

Executed the 18th day of April , 1984.

Witness:

Beverly H. Menard

GENERAL TELEPHONE COMPANY OF FLORIDA

By James O. Price
Vice President-Revenue Requirements

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By R T Burns
Assistant Vice President

BASIC AGREEMENT

EXHIBIT B

DEFINITIONS

EFFECTIVE AS OF JANUARY 1, 1984

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

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

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICs) for interexchange telecommunication.

2. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.

3. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.

4. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.

5. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.

6. COMPANY means the Bell Company or General Company or both, as the context shall require.

7. COMPENSATION is the amount of money due from the Bell Company to the General Company or from the General Company to the Bell Company for services and facilities provided under this Agreement.

8. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.

9. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.

10. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.

11. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the General Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

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

12. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.

13. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 100.2 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.

14. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.

15. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.

16. INTERLATA/INTERMARKET TELECOMMUNICATION means telecommunication between LATAs/Market areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)

17. INTRALATA/INTRAMARKET CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.

18. INTRALATA/INTRAMARKET FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market area.

19. INTRALATA/INTRAMARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.

20. INTRALATA/INTRAMARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market area.

21. INTRASTATE INTRALATA/INTRA-MARKET AREA TOLL SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market area toll communications services (MTS, WATS, 800 Service and Private Line Service) billed by participating local exchange telephone companies.

22. LATA OR LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

23. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.

24. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.

25. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.

26. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.

27. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.

28. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.

29. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.

30. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.

31. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

32. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.

33. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.

34. PARTY means the Bell Company or the General Company or both, as the context shall require.

35. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.

36. POINT OF PRESENCE (POP) is a physical location within a LATA/Market area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.

37. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.

38. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.

39. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific annexes.

40. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.

41. SERVING COMPANY is the Company in which the central office switching facilities (dialtone) for an FX are located.

42. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

43. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.

44. The SYSTEM OF THE GENERAL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market traffic or Access Service including those facilities owned or leased from others by the General Company and excluding those leased by the General Company to others.

45. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

46. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 18th day of April 1984.

Witness:

Beverly Y. Menard

GENERAL TELEPHONE COMPANY OF FLORIDA

By James R. Price
Vice President - Revenue Requirements

Witness:

Sue Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By R J Burns
Assistant Vice President

BASIC AGREEMENT

EXHIBIT C

POINTS OF CONNECTION, TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

EFFECTIVE AS OF JANUARY 1, 1984

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

GENERAL TELEPHONE COMPANY EXCHANGES		BELL COMPANY LATA	POINTS OF CONNECTION V/H Coord.	DESCRIPTION
Bartow	New Port Richey	Not associated with Bell LATA.		No IntraLATA connection with Southern Bell.
Bradenton	North Port			
Clearwater	Palmetto			
Englewood	Plant City			
Frostproof	Polk City			
Haines City	St. Petersburg			
Hudson	Sarasota			
Indian Lakes	Tampa			
Lakeland	Tarpon Springs			
Lake Wales	Venice			
Mulberry	Winter Haven			
Myakka	Zephyrhills			

Routing of Intra-Market area traffic not associated with Bell LATA is the responsiblity of the General Telephone Company.

General Telephone Company will perform or cause to be performed the recording, identification and operating functions required for handling the traffic covered by this Agreement or Annexes thereto.

Executed this 18th day of April , 1984.

Witness:

Beverly Y. Menard

GENERAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President - Revenue Requirements

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 114

ANNEX 114
E911 SERVICE

This Annex, effective the 10th day of April, 1991 between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, hereinafter called "BellSouth", and GTE FLORIDA, INCORPORATED, a corporation under the laws of the State of Florida, hereinafter called "GTE", sets forth the terms and conditions under which E911 Service will be jointly furnished within counties where both companies provide service in the State of Florida.

I. GENERAL

Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring and dispatching of public emergency telephone calls originated by persons within the serving area who dial 911.

A. E911 Service is comprised of three (3) features.

1. AUTOMATIC NUMBER IDENTIFICATION (ANI) which automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Safety Answering Point (PSAP) and displayed at an attendant position console;

2. SELECTIVE ROUTING (SR) which provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party; and

3. AUTOMATIC LOCATION IDENTIFICATION (ALI) which forwards the name and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with street address of the telephone number at the main location.

B. E911 Service is offered in five (5) configurations of the basic features of which the customer must select at least one. The feature configurations are:

1. Automatic Number Identification;
2. Selective Routing;
3. Automatic Number Identification and Selective Routing;
4. Automatic Number Identification and Automatic Location Identification; and
5. Automatic Number Identification, Selective Routing and Automatic Location Identification

C. Each of the five (5) E911 feature configurations include the following as standard features:

1. Forced Disconnect which is a function of the special 911 trunk circuit in the end office and enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines;

2. Default Routing which activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. (Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.);

3. Alternate Routing which allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (Night Service);

4. Manual Transfer which enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code; and

5. Speed Calling (Abbreviated Dialing) which enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

II. AGREEMENT

E911 will be jointly furnished by BellSouth and GTE when the two companies are both certificated to operate in the county being served. Exhibit A, attached hereto and made a part hereof, provides a record of the counties and the exchanges therein served by this joint undertaking.

BellSouth and GTE will provide all the network terminating equipment and facilities necessary for the proper functioning of the Public Safety Answering Points (PSAP) at all customer locations within their respective serving areas. In addition, central office facilities and equipment, trunk circuits and interexchange facilities as required in each company's respective serving area will be furnished according to accepted industry standards.

In the provision of E911 Service for Pasco County, GTE will be designated as the controlling company for the purpose of this Annex. BellSouth will be referred to as the participating company and United Telephone Company of Florida, hereinafter called "United", will be referred to as the sub-participating Company.

A. The controlling company, GTE, will provide for the following functions:

1. Transporting the E911 calls and ANI generated by the BellSouth and United exchanges listed in Exhibit A, from the boundary between GTE and United exchange areas, to the GTE Switching Control Office of the E911 System;

2. Switching the E911 calls and ANI from the BellSouth and United exchanges listed in Exhibit A through the GTE E911 Control Office to the designated primary Public Safety Answering Point (PSAP) or to designated alternate locations; and

3. Displaying the telephone number of the BellSouth and United customers calling 911 from exchanges listed in Exhibit A along with the associated names and/or street addresses, as applicable, (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate location.

B. The participating Company, BellSouth, will provide for the following functions:

1. Transporting the E911 calls and ANI generated by the BellSouth exchanges listed in Exhibit A from the BellSouth central office to the BellSouth E911 Control Office and the E911 calls and ANI generated by the United Trilacoochee exchange from the boundary between BellSouth and United exchange areas to the BellSouth E911 Control Office; and

2. Switching the E911 calls and ANI from the BellSouth exchanges listed in Exhibit A and the United Trilacoochee exchange, through the BellSouth E911 Control Office to the boundary between BellSouth and United exchange areas or to designated alternate locations.

C. Both the GTE and BellSouth shall be responsible for:

1. Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers, as applicable, from each of their respective exchanges in an electronic data base of the E911 Data Management System (DMS).

III. EQUIPMENT

Both GTE and BellSouth shall provide and maintain such equipment at their respective E911 Switching Control Offices and E911 Data Management Centers as GTE and BellSouth jointly determine to be necessary to perform the E911 Services set forth in Section I above.

IV. CIRCUITS BETWEEN THE COMPANIES

Both companies shall provide and maintain sufficient interoffice dedicated E911 circuits and central office equipment so that adequate and sufficient service will be furnished at all times to the customers of all companies' exchanges listed in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF REVENUE DISTRIBUTION

The controlling company will bill and collect all charges for the E911 Service Area and shall remit to the participating company its portion of the charges applicable to the participating company's service area, and to the sub-participating company's service area, as described in Exhibit A. The participating and sub-participating companies' portions of the charges shall be determined in accordance with Exhibit B to this Annex. E911 terminal equipment, i.e. Public Safety Answering Points (PSAPs), provided by either company will be billed separately at tariff rates filed by that company. Each company will retain the PSAP revenues it bills.

VI. MONTHLY PAYMENTS

The participating company will render to the controlling company a monthly accounting of the amounts determined as provided in Section V above and payment in full will be remitted by the debtor company within thirty (30) days thereafter.

VII. METHODS AND PRACTICES

With respect to all matters covered by this Annex, the companies will adopt and comply with standard operating methods and practices and will observe the rules and regulations of the lawfully established tariff(s) which covers the provision of E911 Service.

VIII. RECORDS

The participating company shall furnish to the controlling company, in advance of the day when the E911 Service is established, all information required by the controlling company to establish records necessary for furnishing the applicable services set forth in Section I above and shall promptly inform the controlling company of any necessary changes to be made in such records.

IX. LIABILITY

Each Company shall be solely responsible for any of its acts or omissions which result in any liability under Section 365.171 (14) Florida Statutes (1993).

Each company also agrees to release, indemnify, defend and hold harmless the other company from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by either company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of either company, the E911 Agency, its users, municipalities, or the employees or agents of any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, either company fails to perform any of the duties hereby accepted by it, or violates any provision of this Annex, that company shall not be liable to the other company for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to either company for any period during which it fails to perform the duties accepted by it hereunder.

X. TERM OF ANNEX

This Annex shall become effective on the date specified and shall continue in force and effect for one (1) year, and thereafter, unless terminated by ninety (90) days written notice from either party to the other.

IN WITNESS WHEREOF, the parties have caused this Annex to be executed on their behalf by their duly authorized officers this 16th day of December, 19 94.

Witness:

GTE FLORIDA, INCORPORATED

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX 114

EXHIBIT A
E911 EXCHANGES

Effective April 10, 1991

Attached to and made a part of ANNEX 114, E911 SERVICE, effective April 10, 1991 between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth", and GTE FLORIDA, INCORPORATED, hereinafter called "GTE".

Counties Jointly Provided E911 Service	Exchanges Therein with Jointly Provided E911 Services	Controlling Company
Pasco	Brooksville Dade City* Hudson New Port Richey San Antonio* Tampa Trillacoochee* Tarpon Springs Zephyrhills	GTE

* - exchanges of United Telephone Company of Florida, not a party to this agreement. BellSouth will provide ANI and Selective Routing functions for the Trilacoochee exchange. For the purposes of this Annex, United will be considerd a "sub-participating" company.

Executed this 16th day of December, 19 94.

Witness:

Jerrie Dilco

GTE FLORIDA INCORPORATED

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

II. REVENUE DISTRIBUTION-E911 FACILITIES

GTE shall distribute to BellSouth a portion of the monthly revenue for provision of intertandem, dedicated E911 circuits based upon BellSouth's proportional ownership of the circuit route. The revenue distribution for such circuits per month, will be made on the following basis:

Circuits	Portion provided by BellSouth	Charges per 1000 Access Lines Non-recurring	Per Month
Gainesville tandem to Tampa tandem	Gainesville tandem to exchange boundary of United	$2,100.00	$135.24

Executed this 16th day of December, 1994.

Witness:

Terrie Dilco

GTE FLORIDA INCORPORATED

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex XI

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ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and GTE FLORIDA, INC., a corporation under the laws of the State of Florida, hereinafter referred to as GTE, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to GTE may include:

a. Message Distribution
b. Message Transmission (CMDS I/STARS)

2. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from GTE.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to GTE revenues for IntraLATA Intercompany Settlements (ICS) messages. GTE will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Where Southern Bell performs message distribution for GTE in connection with messages not recorded and rated by Southern Bell, GTE shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to GTE, to the extent identifiable, the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by GTE to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

   (a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

   (b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

   (c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

   (d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

   (e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. GTE will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of GTE.

3. Where charges for services listed above are owed to a company not covered by this Annex, the RAO company will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by GTE in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

GTE shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except for charges established in Exhibit A to this Annex. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 20th day of December , 1988 .

WITNESS:

Grady R. Adair

GTE FLORIDA, INC.

By Beverly Y. Menard
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and GTE FLORIDA, INC.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40 percent of the revenue, and remit the remaining 60 percent to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 20th day of December , 1988 .

WITNESS:

Grady R. Odair

GTE FLORIDA, INC.

By Beverly Y. Menard
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex 309

ANNEX 309
ELECTRONIC WHITE PAGES LISTING INFORMATION

This Annex, effective upon execution, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized under the laws of the State of Georgia, herein called "BellSouth", and GTE FLORIDA INCORPORATED, a corporation under the laws of the State of Florida, herein called "GTE" is made a part of the Basic Agreement between the companies. This Annex may refer to BellSouth or to GTE as a Party ("Party") to this Annex.

SECTION 1. SCOPE OF LICENSE

1.01 GTE grants to BellSouth a personal, non-exclusive, non-transferable license for the term of this Annex, to use the listing information consisting of name, address, designation, if any, and telephone number of the subscribers contained in the Electronic White Pages (EWP) listing database for the exchange areas identified in Exhibit A, incorporated herein by this reference and made part of this Annex, for the purpose of electronic access to white pages information.

1.02 Nothing in this Annex or elsewhere shall give BellSouth any exclusive right to the listing information contained in the EWP listing database for the exchange areas identified in Exhibit A. GTE shall be free at any time to grant similar licenses and provide information to others under the same or different terms and conditions as GTE, at its sole discretion, may determine.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 GTE will furnish complete listing information as contained in GTE's directory listing database for the areas specified in Exhibit A. GTE will furnish said listing information and any or all updates as it or they occur. The form and price for which the listing information will be furnished shall be agreed upon by BellSouth and GTE and set forth in Exhibit B, dependent upon the format or formats then available and in use by BellSouth and GTE.

GTE information will not include secondary listings, or non-published listings, but the information will include listing information for Non-listed numbers, and a name with an indicator for non-published numbers.

GTE initial loads will be provided via magnetic tape. Updates will be provided over the National Data Mover (NDM), or via magnetic tape, if the NDM system is not available. Updates will be adds and deletes only.

2.02 The Parties agree that neither GTE nor BellSouth shall make any representation to the public, prospective advertisers, or others expressed or implied, written or oral, which would imply that BellSouth is the same as, a part of, or associated with GTE or its other licensees, or is licensed or authorized by GTE in any manner to canvass for or publish any type of telephone directory in association with GTE or its other licenses.

2.03 BellSouth is authorized to use the listing information provided under the terms of this Annex only for inclusion in BellSouth's EWP database, for the sole purpose of providing such listing information to BellSouth's EWP customers. GTE's Corporate Policy currently prohibits the sale or use of its daily updated listing information for traditional voice, Directory Assistance Services. GTE agrees to aggressively seek a change in this Corporate Policy, and when the policy has changed, BellSouth shall be authorized to use the acquired listing data for traditional voice Directory Assistance Services without incurring any additional cost from GTE.

2.04 Unauthorized use of information includes, but is not limited to the following:

1. Publishing the listing information in the form of directories;

2. Reproducing copies of any listing information for the purpose of storage in or creation of a database.

2.05 Both Parties agree that any unauthorized use of the listing information provided under this Annex shall subject the offending Party to disconnection of EWP service after five (5) days written notification to BellSouth by GTE, or to BellSouth's customer by BellSouth.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

2.06 GTE will provide the initial load, and subsequent updates of listing information to BellSouth using BellSouth's EWP format and record layout as provided by BellSouth. In the event, GTE's listing information becomes available for traditional voice Directory Assistance Services as indicated in Section 2.03, the initial load per listing charge, and the monthly update fee outlined in Exhibit B will not apply to this additional use of the data. GTE also agrees that the per access fee for this traditional voice Directory Assistance Services will not exceed the per access fee stated in Exhibit B.

SECTION 3. BASIS OF COMPENSATION

3.01 BellSouth agrees to compensate GTE pursuant to the rates specified in Exhibit B. Compensation shall commence upon the successful implementation of the service unless otherwise mutually agreed by the parties.

3.02 In the event of a dispute over the compensation payments as calculated by BellSouth, GTE shall, within fourteen (14) days after receipt of the payment, provide a written description detailing such dispute, and both Parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.03 Following the termination of the initial two (2) year term of this Annex, both Parties reserve the right to re-negotiate the prices set forth in Exhibit B upon thirty (30) days written notice to the other Party.

3.04 Should rates be mandated above the current market level by the Federal Communications Commission (FCC), Public Service Commissions, or other regulatory bodies, both parties reserve the right to re-negotiate the prices set forth in Exhibit B, or pass on a negotiated surcharge to recover the associated costs, upon thirty (30) days written notice to the other Party.

SECTION 4. TERM OF ANNEX

4.01 This Annex shall continue in force for two years from the date of its execution, and thereafter may be terminated by either Party to this Annex by giving thirty (30) days written notice to the other Party. The terminating Party

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

will comply with Section 9.01 of this Annex in giving notice of termination.

SECTION 5. LAWFULNESS OF ANNEX

5.01 This Annex, and the Parties' actions under this Annex shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. If a court or a governmental agency with proper jurisdiction determines that this Annex or a provision of this Annex is unlawful, this Annex or that provision of this Annex shall terminate.

SECTION 6. LIMITATION OF LIABILITY

6.01 Neither Party shall be held liable to other for any indirect, incidental, special, or consequential damages, including but not limited to, loss of business, loss of use, or loss of profits which arise in any way, in whole or in part, as a result of any action, error, mistake, or omission, whether or not negligence on the part of either Party occurs. One Party's liability to the other Party for direct, actual damages shall not exceed the amount required to correct the error, mistake, or omission under this Annex.

SECTION 7. SUCCESSORS, ASSIGNMENT

7.01 This Annex binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Annex with the express, written permission of the other Party, provided, however, that both parties may assign their rights and delegate their duties under this Annex to their respective parent, subsidiaries, or affiliates without prior, written permission.

SECTION 8. AMENDMENTS TO ANNEX

8.01 The Parties may by mutual agreement and execution of a written Supplement to this Annex amend, modify, or add to the provisions of this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

SECTION 9. NOTICES

9.01 All notices required by or relating to this Annex shall be in writing. Notices shall be deemed duly given if mailed, postage prepaid, certified, return receipt requested and directed to the addresses then prevailing.

SECTION 10. AUDITS

10.01 GTE may perform an audit on the customers' records at any time with reasonable prior notice to BellSouth. GTE will conduct a formal audit of the customers' records, annually, to verify the accuracy of the usage counts reported by BellSouth. The results of the audit will be presumed to be correct. If appropriate, GTE will adjust the BellSouth bill and will bill BellSouth the results of the audit.

10.02 Failure to comply with the service provisions for GTE listings, as set forth in this Annex, shall result in immediate termination of the use of GTE listings in BellSouth's EWP Product.

IN WITNESS WHEREOF, each of the Parties has caused this Annex to be duly executed for and on its behalf on this 26th day of July, 1995

Witness: GTE FLORIDA, INCORPORATED

By _____
Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

APPROVED

APO
LAW DEPT.

ANNEX 309
ELECTRONIC WHITE PAGES LISTING INFORMATION

EXHIBIT A
SERVING ARRANGEMENT

Effective July 26, 1995

Attached to and made a part of Annex 309, ELECTRONIC WHITE PAGES INFORMATION, effective 07-26-95, between GTE FLORIDA and BELLSOUTH TELECOMMUNICATIONS, INC.

ARRANGEMENT

All of GTE's Exchanges within the following specified areas may be included under the terms of this Annex:

STATE	NPA
FLORIDA	813 941

IN WITNESS WHEREOF, each of the Parties has caused this Exhibit to be duly executed for and on its behalf on this 26th day of July, 1995.

Witness:

GTE FLORIDA, INCORPORATED

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

APPROVED

APG

LAW DEPT.

ANNEX 309
ELECTRONIC WHITE PAGES LISTING INFORMATION

EXHIBIT B
COMPENSATION

Effective July 26, 1995

Attached to and made a part of Annex 309, ELECTRONIC WHITE PAGES LISTING INFORMATION, effective 07-26-95, between BellSouth and GTE.

BASIS OF COMPENSATION

1. GTE will be compensated by BellSouth for the use of its listing information in BellSouth's EWP service on the basis of access to GTE's listings by BellSouth's customers. Such compensation shall be priced in the following elements:

The Initial Load	=	$0.04 per listing
Monthly Update Fee	=	$1,860.00
Per Access Fee	=	$0.07
Programming Cost for Initial Load to adhere to BellSouth's EWP format	=	$12,400.00
Programming Cost for Updates that adhere to BellSouth's EWP format	=	$6,200.00

2. Each occurrence of GTE's listing as the first listing to appear on a particular EWP customer's screen shall result in the EWP screen being considered to be a GTE's screen for the purpose of calculating GTE's per Access Fee under this Exhibit.

3. At the termination of the initial two (2) year period of this Annex, the prices specified are subject to change upon thirty (30) days written notice from GTE.

4. BellSouth will provide GTE with a monthly itemized statement of usage by the 10th calendar day of each month. If usage information is not submitted, then a maximum usage charge will be determined as follows:

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

GTE will determine maximum usage charges by using the highest report of the most current, previous six-months of recorded usage, times the per access rate. In the event "no receipt of statement" occurs prior to having records of six sequential months of usage, maximum usage charges will be the percentage of GTE listings to BellSouth listings (BellSouth only), times the number of accesses to the BellSouth listing database, times the per access rate.

In WITNESS WHEREOF, each of the parties has caused this Exhibit to be duly executed for and on its behalf on this 26th day of July, 1995.

Witness:

GTE FLORIDA, INCORPORATED

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

APPROVED

APG
LAW DEPT.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons".

Annex 501

ANNEX 501

DIGITAL ACCESS CROSS CONNECT SERVICE

This ANNEX, effective February 5, 1993 between GTE FLORIDA, INC., a corporation under the laws of the State of Florida, herein called "GTE", and BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia, herein called "BellSouth", sets forth the basic provisions under which Digital Access Cross Connect Service, also called FLEXSERV® Service, will be furnished between exchanges of GTE and exchanges of BellSouth. This Annex cancels and replaces in its entirety any previously executed Annex XXVII along with all Exhibits, Attachments or Supplements thereto.

I. FLEXSERV® SERVICE

FLEXSERV® is a service offering which provides subscribers the capability of remotely reconfiguring and managing their special service network with minimum interaction with local exchange company personnel. This is accomplished by connecting the customer's facilities to Digital Cross-Connect Devices (DCDs) in the serving local exchange company's central office(s). Access to the DCDs is through a computer system referred to as the Network Controller.

It is agreed that both parties shall fully comply with all applicable tariff provisions, including but not limited to BellSouth's General Subscriber Services Tariff A32 and Florida Access Service Tariff E7.

FLEXSERV® Service is jointly provided between BellSouth and GTE as described in Exhibit A, attached to and made a part hereof.

II. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company shall provide the facilities required in its central offices for the termination and switching of FLEXSERV® jointly provided hereunder. No charge shall be made by either company to the other for the provision of data terminating equipment, or for other local central office equipment provided or used in the provisioning of service under this Annex.

III. PROVISION OF FLEXSERV® SERVICE DATA LINKS

Each company agrees to provide the portion of intraLATA FLEXSERV® data link circuits within its territory and to the point(s) of connection with the other company.

®Registered Service Mark of BellSouth Corporation

The provision of InterLATA data links for FLEXSERV® service is the responsibility of the FLEXSERV® customer.

IV. BILLING AND COMPENSATION

The company providing the network controller is responsible for billing of FLEXSERV® Reconfiguration charges and will retain revenue from such charges executed by DCDs belonging to the other company as compensation in full for its provision of the network controller functions and controller-host port(s) on behalf of the other company.

All other FLEXSERV® charges shall be billed, and the revenue retained, by the company providing the associated equipment or service.

V. MAINTENANCE - BellSouth, the company providing the network controller, will coordinate maintenance activities necessary to sustain the performance of the joint facilities and switching networks at or greater than recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results, including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying the other company of problems in its area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

VI. RELATIONSHIP

It is agreed that neither party's employees or agents shall be deemed to be employees or agents of the other party for any purpose whatsoever. Each party shall exercise the exclusive right of control over its employees and agents.

VII. TERM

This Annex shall become effective on the date specified above and shall continue in force and effect indefinitely until terminated by either party with or without cause upon giving the other party ninety (90) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be executed on their behalf by their duly authorized officers this 7th day of September, 1993.

Witness:

Michelle C Platt

GTE FLORIDA INCORPORATED

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

APPROVED
8.11.93 TP
LAW DEPT.

EXHIBIT A
TO
ANNEX 501

FLEXSERV® CONFIGURATION

Effective February 5, 1993

Attached to and made part of Annex 501, DIGITAL ACCESS CROSS CONNECT SERVICE, effective February 5, 1993 between GTE FLORIDA, INC. and BELLSOUTH TELECOMMUNICATIONS, INC..

Points between which FLEXSERV® Service shall be furnished under the terms of this Annex are as follows:

Network Controller		Digital Cross-Connect Device(s)	
Company	Location	Company	Location
BellSouth	Jacksonville	GTE	Tampa

Executed this 7th day of September, 1993.

Witness:

Michelle C. Platt

GTE FLORIDA INCORPORATED

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

APPROVED
8-11-93 TP
LAW DEPT.

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and GTE FLORIDA, INC., a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may not assign its right and obligations under this Annex to an affiliated or successor corporation.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 30th day of September, 1993.

Witness: GTE FLORIDA, Incorporated

Jerrie Dilleo By _____
Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By WC Gantt
Assistant Vice President

APPROVED
TP 8/23/93
LAW DEPT.

Data Transmission

L-BH

BELLSOUTH TELECOMMUNICATIONS

David Seymour
Director - Executive Staff

Suite 1815
150 W. Flagler Street
Miami, FL 33130
305 347-5400
FAX 305 577-3575

PH

April 14, 1994

Mrs. Beverly Y. Menard MC-616
Area Director - Regulatory and
Industry Affairs
GTE Florida, Inc.
Post Office Box 110
Tampa, FL 33601-0110

Dear Mrs. Menard,

As you know, we are now exchanging data electronically between our companies (GTE in the BellSouth region) via Network Data Mover over six 56 kilobit private lines between Temple Terrace and Miami.

During the mid-1993 coordination for the conversion from mailing tapes to electronic data transmission, GTE's Mr. Ross Bates agreed that GTE would pay for half of the monthly recurring costs associated with these private lines. Therefore, we plan to include in GTE's monthly Florida settlement statement a charge to GTE for $2,822.55 (three times the $940.85 that BellSouth is charged by AT&T for each of the circuits). Based on AT&T's billing to BellSouth and a discussion with Grady Adair and Ross Bates, we propose that the associated charge to GTE begin retroactively as of October 1, 1993.

If you agree with this arrangement, please sign below and return one original copy of this letter to me.

Yours very truly,

D. Seymour

Director - Executive Staff

PH:rw

RECEIVED
APR 22 1994
Industry Relations

Concurred on behalf of GTE Florida, Inc.

Beverly Y. Menard, State Director-Regulatory & Industry Affairs
(Name) (Title)

Beverly Y. Menard April 19, 1994
(Signature) (Date)

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Vista United

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DECLASSIFIED

(Part 4 of 12)

DOCUMENT NUMBER-DATE
09064 SEP 10 05
FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 31, 1995

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 BELLSOUTH TELECOMMUNICATIONS, INC., and VISTA-UNITED TELECOMMUNICATIONS.

This Supplement is issued to recognize the cancellation of Annex 106, 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
112	- Extended Area Service
200	- IntraLATA Joint Provisioning
201	- Access Service Provisioning

301 - Number Services

302 - Accounting Services

503 - Customer Information Exchange

Executed this 31st day of October , 1995 .

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Richard Wiedenbeck - Acting General Manager

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective April 20, 1994

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., 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	BellSouth LATA	Point of Connection V/H Coord.	Point of Connection Description
Lake Buena Vista	Lake Buena Vista	Orlando	7977;1035	A point located at 7100 Municipal Dr., Orlando in the building housing the Disney Reservation Center.

Executed the 2nd day of August 1994.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: June 25, 1993

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and VISTA-UNITED TELECOMMUNICATIONS.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
112	V	- Extended Area Service

200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
301	XVI	- Number Services
302	XI	- Accounting Services
503		- Customer Information Exchange

Executed this 25th day of June , 1993 .

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Berretto

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: June 3, 1993

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and VISTA-UNITED TELECOMMUNICATIONS.

This Supplement is issued to update and renumber the Annex Table of Contents 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 No.	Formerly:	
100	XXIX	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	Intrastate Joint Access Revenue Distribution
109-E	IV	Interstate Joint Access Revenue Distribution
110-A	XXIV	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
112	V	Extended Area Service
200	X	IntraLATA Joint Provisioning
201	XV	Access Service Provisioning

301	XVI	Number Services
302	XI	Accounting Services

Executed this 3rd day of June, 1993 .

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____

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.	POINT OF CONNECTION 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 J. Schumacher

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: June 5, 1989

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 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 X	-	IntraLATA Joint Provisioning
Annex XI	-	Accounting Services
Annex XV	-	Access Service Provisioning
Annex XVI	-	Number Services
Annex XIX	-	Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
Annex XXIV	-	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

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

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

Executed the 5th day of June , 1989 .

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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, 1986.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January 1984 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company and 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.

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
NONTELEPHONE 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.

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 propsed 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.

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

By: _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By: _____
Assistant Vice President

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 5th day of March, 19 84.

Witness: VISTA-UNITED TELECOMMUNICATIONS

James J. Schumacher By: _____
General Manager

Witness: SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barclay By: _____
Assistant Vice President

EXHIBIT B
DEFINITIONS

Effective: January 1, 1984

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

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.

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

By: _____
General Manager

Witness: SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By: _____
Assistant Vice President

EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective: January 1, 1984

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

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA
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 Telecommunnications 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 L. Schumacher By: _____
General Manager

Witness: SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley By: _____
Assistant Vice President

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 J. Schumacher By: _____
General Manager

Witness: SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley By: R. T. Burns
Assistant Vice President

Annex XXIX

(100)

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:

LATA	WIRE CENTER CLLI	BHMOCs
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

II. For Southern Bell payments to Vista-United:

LATA	WIRE CENTER CLLI	BHMOCs
Orlando	LKBNFLXB	212
	LKBNFLXD	92
	Total	304

Executed the 11th day of June , 1991 .

Witness:

VISTA-UNITED TELECOMMUNICATIONS

~~General Manager~~
Director

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Assistant Vice President

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

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and 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.

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:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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 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.

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:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

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 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

II. For Southern Bell payments to Vista-United:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
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 _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Anex XXVIII

(106)

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued October 9, 1992

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$48,357
1991 Preliminary Settlements	$27,300
Net Due Vista-United	$21,057

Upon the execution of this supplement BellSouth will credit the account of Vista-United in the amount of $21,057 in final settlement for Private Line business for the period January 1, 1991 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 9TH DAY OF DECEMBER, 1992.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC

By _____
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:

	Private Line
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

By ~~General Manager~~ Director

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By Assistant Vice President

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

[signature] J. Schumacher
Name/Title

10/16/90.
Date

SOUTHERN BELL

[signature] Operations Manager
Name/Title

11/15/90
Date

10. 17. 90 11:02AM P03

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:

	Private Line
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

By _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

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:

	Private Line
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

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

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 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

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.

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 , 19 89 .

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth," and VISTA-UNITED TELECOMMUNICATIONS, a partnership under the laws of the State of Florida, herein called "Vista-United". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

MEMORANDUM OF UNDERSTANDING
JOINT ACCESS DATA EXCHANGE

This Memorandum of Understanding outlines the agreement between BellSouth Telecommunications, Inc. a corporation under the laws of the State of Georgia, herein called "BellSouth", and Vista-United Telecommunications a partnership under the laws of the State of Florida, herein called "Vista-United", regarding responsibilities and liabilities for data retention and exchange for jointly provided access services.

WHEREAS, BellSouth and Vista-United are engaged in the joint provisioning and coordinated billing of certain access services;

WHEREAS, the successful coordinated billing of such jointly provided services requires the recording of certain access message detail information and the sharing of billing information in accordance with industry standards;

WHEREAS, as a part of such joint provisioning and coordinated billing, BellSouth and Vista-United have agreed upon the circumstances under which each company is to perform the recording functions, i.e., to be the "recording company", and the circumstances under which each company is to perform the initial billing company functions, i.e, to be the "Initial Billing Company," and/or the subsequent billing company functions, i.e., to be the "Subsequent Billing Company";

NOW THEREFORE, BellSouth and Vista-United hereby agree as follows:

1. When either company acts as the recording company, it shall furnish (or cause to be furnished) to the other company access message detail information no later than sixty days after the date such information was recorded.

2. When either company acts as the Initial Billing Company, it must provide the other (the Subsequent Billing Company) such information as may reasonably be required, in accordance with industry standards, in order for the Subsequent Billing Company to provide timely monthly billing, and such information must be provided no more than ten days after the Initial Billing Company renders its bill to the access customers involved.

3. If either company becomes unable to meet the foregoing requirements, it shall notify the other company as soon as practicable after such inability becomes evident so that the other company can notify its customers in order that any revenue accruals associated with the delayed recording or billing information can be accomplished.

4. As business requirements change, data reporting requirements may be modified as necessary by the parties hereto by written modification to this memorandum of understanding, signed by both parties.

5. Where either company (the "Billing Guarantee company") has notified the other company (the "other company") that the Billing Guarantee company has a Billing Guarantee Practice under which access revenues are determined to be unbillable if not billed within the timeframes established under the guidelines of such practice, the other company shall be liable to the Billing Guarantee company for any access revenues which are unbillable under such practice and its guidelines as a result of the other company's actions or omissions (and/or as a result of the actions or omissions of the other company's agents and contractors). The Billing Guarantee company shall provide complete documentation to the other company to substantiate its claim of unbillable access revenues, and the parties shall attempt to negotiate a settlement.

6. When either company acts as the recording company, it shall retain, for a minimum period of forty-five (45) days after it has exchanged the access message detail information with the other company, such access message detail information as is sufficient to recreate any data which is lost or damaged. The recording company shall recreate and provide to the other company the lost or damaged data within forty-eight (48) hours of notification that such data has been lost or damaged, and the other company shall process the recreated data within forty-eight (48) hours of receipt of such data at its processing center.

Executed this 13th day of April, 1995.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 9
TO
ANNEX 109-A

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective February 1, 1994

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-A, INTRASTATE JOINT REVENUE DISTRIBUTION, formerly Annex III, effective January 1, 1984, between VISTA-UNITED TELECOMMUNICATIONS and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell Telephone and Telegraph Company.

This Supplement is issued to change the Switched and Special Access Meet Point Billing options between the companies to Multiple Bill/Multiple Tariff from Single Bill/Single Tariff.

Section III, A and B of the AMENDMENT shall be changed to read:

A. Switched Access

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

The Initial Billing Company (IBC) shall compensate the Subsequent Billing Company (SBC), for services and facilities provided by the SBC at the SBC's interstate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment each company will render their bill to the access customer. 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...

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option...

Executed this 18th day of August, 1994.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between 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:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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

By _____
~~General Manager~~
Director

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

Vista Wire Center	Southern Bell Wire Center	Vista % Ownership	Southern Bell % Ownership
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

Vista Wire Center	Southern Bell Wire Center	Vista % Ownership	Southern Bell % Ownership
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	EGLLFLBG	35	65
LKBNFLXD	EGLLFLHI	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:

Agnes F. Klumacher

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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 , XXXX1989.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between 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:

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

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 5th day of June , XXXX1989.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	INTERLATA ACCESS
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

By _____
General Manager

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	INTERLATA ACCESS
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

By _____
General Manager

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

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, 1985.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
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, 1985.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and 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.

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.

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

By _____
General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

Annex IV
(109 E)

MEMORANDUM OF UNDERSTANDING
JOINT ACCESS DATA EXCHANGE

This Memorandum of Understanding outlines the agreement between BellSouth Telecommunications, Inc. a corporation under the laws of the State of Georgia, herein called "BellSouth", and Vista-United Telecommunications a partnership under the laws of the State of Florida, herein called "Vista-United", regarding responsibilities and liabilities for data retention and exchange for jointly provided access services.

WHEREAS, BellSouth and Vista-United are engaged in the joint provisioning and coordinated billing of certain access services;

WHEREAS, the successful coordinated billing of such jointly provided services requires the recording of certain access message detail information and the sharing of billing information in accordance with industry standards;

WHEREAS, as a part of such joint provisioning and coordinated billing, BellSouth and Vista-United have agreed upon the circumstances under which each company is to perform the recording functions, i.e., to be the "recording company", and the circumstances under which each company is to perform the initial billing company functions, i.e, to be the "Initial Billing Company," and/or the subsequent billing company functions, i.e., to be the "Subsequent Billing Company";

NOW THEREFORE, BellSouth and Vista-United hereby agree as follows:

1. When either company acts as the recording company, it shall furnish (or cause to be furnished) to the other company access message detail information no later than sixty days after the date such information was recorded.

2. When either company acts as the Initial Billing Company, it must provide the other (the Subsequent Billing Company) such information as may reasonably be required, in accordance with industry standards, in order for the Subsequent Billing Company to provide timely monthly billing, and such information must be provided no more than ten days after the Initial Billing Company renders its bill to the access customers involved.

3. If either company becomes unable to meet the foregoing requirements, it shall notify the other company as soon as practicable after such inability becomes evident so that the other company can notify its customers in order that any revenue accruals associated with the delayed recording or billing information can be accomplished.

4. As business requirements change, data reporting requirements may be modified as necessary by the parties hereto by written modification to this memorandum of understanding, signed by both parties.

5. Where either company (the "Billing Guarantee company") has notified the other company (the "other company") that the Billing Guarantee company has a Billing Guarantee Practice under which access revenues are determined to be unbillable if not billed within the timeframes established under the guidelines of such practice, the other company shall be liable to the Billing Guarantee company for any access revenues which are unbillable under such practice and its guidelines as a result of the other company's actions or omissions (and/or as a result of the actions or omissions of the other company's agents and contractors). The Billing Guarantee company shall provide complete documentation to the other company to substantiate its claim of unbillable access revenues, and the parties shall attempt to negotiate a settlement.

6. When either company acts as the recording company, it shall retain, for a minimum period of forty-five (45) days after it has exchanged the access message detail information with the other company, such access message detail information as is sufficient to recreate any data which is lost or damaged. The recording company shall recreate and provide to the other company the lost or damaged data within forty-eight (48) hours of notification that such data has been lost or damaged, and the other company shall process the recreated data within forty-eight (48) hours of receipt of such data at its processing center.

Executed this 13th day of April, 1995.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
ANNEX 109-E

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective February 1, 1994

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-E, INTRASTATE JOINT REVENUE DISTRIBUTION, formerly Annex IV, effective January 1, 1984, between VISTA-UNITED TELECOMMUNICATIONS and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell Telephone and Telegrapy Company.

This Supplement is issued to change the Switched and Special Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Single Tariff.

Section III, A and B of the AMENDMENT shall be changed to read:

A. Switched Access

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

The Initial Billing Company (IBC) shall compensate...

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option...

Executed this 18th day of August , 1994 .

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE 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 Interstate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Interstate 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 IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 12th day of September , 19 90 .

Witness:

William Butterworth

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX IV

REVISED ATTACHMENT 1
TO
EXHIBIT A

Effective July 1, 1988

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, effective January 1, 1984 between VISTA-UNITED TELECOMMUNICATIONS and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect a change in the point-of-connection for Interstate Access Services.

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.

Vista Wire Center	Southern Bell Wire Center	Vista % Ownership	Southern Bell % Ownership
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

Vista Wire Center	Southern Bell Wire Center	Vista % Ownership	Southern Bell % Ownership
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	EGLLFLBG	35	65
LKBNFLXD	EGLLFLHI	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. Schumacher

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and VISTA-UNITED TELECOMMUNICATIONS (hereinafter "Vista-United") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be 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 interstate 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 or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 5th day of June , XXXX1989.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IV

ATTACHMENT 1
TO
EXHIBIT A
Effective April 1, 1985

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, effective January 1, 1984 between VISTA-UNITED TELECOMMUNICATIONS and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect joint provisioning for Interstate Special 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 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.

POP (Svg. Wire Center)	End Office	End Office Company % Ownership	POP Company % Ownership
Orlando (ORLDFLMA)	Lake Buena Vista (LKBNFLXB)	22*	28*

*The remaining percentage shall be remitted by the End Office Company to the Intermediate company.

Executed the 4th day of October , 1985 .

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

ANNEX IV
INTERSTATE JOINT 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 by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access

Services at any points other than the Points of Connections 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 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 the 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 Interstate 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.

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 on the 5th of March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By: _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By: _____
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, 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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

II. BILLING AND REVENUE DISTRIBUTION. Each party agress to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 5th day of March, 1984.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

James F. Schumacher

By: _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Ann Barkley

By: _____
Assistant Vice President

Annex XXIV

110 A

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective ~~July 1, 1985,~~ January 1, 1989, between VISTA-UNITED TELECOMMUNICATIONS, a partnership under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 11th day of June 1991 .

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX
(110 E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between VISTA-UNITED TELECOMMUNICATIONS and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 11th day of June 1991 .

WITNESS:

VISTA-UNITED TELECOMMUNICATIONS

By ~~General Manager~~ Director

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between VISTA-UNITED TELECOMMUNICATIONS, a Corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 20th day of Oct., 1986.

Witness:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 113

ANNEX 113
EXTENDED AREA SERVICE

THIS ANNEX, effective April 20, 1994, between Vista-United Telecommunications, a partnership under the laws of the State of Florida (herein called "Vista-United"), and BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia (herein called "BellSouth"), sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of Vista-United and exchanges of BellSouth. This Annex replaces in its entirety any previously existing Annex V, along with all exhibits thereto.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. To the extent not in conflict with applicable regulatory authority, telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not a part of this Annex. When EAS is furnished at an exchange with measured service, each call from the exchange with measured service to an extended area service point shall be considered a local call. For the purposes of this Annex, EAS may include such measured or message rate two-way extended area calling plans as agreed between the parties or as directed by applicable regulatory authority. The exchanges served by EAS under the terms hereof are listed in Exhibit A attached to and made a part hereof.

II. PHYSICAL CONNECTION

Vista-United and BellSouth shall interconnect their telephone systems for the provision of EAS at points of connection listed in Exhibit C, attached to the Basic Agreement between the companies.

To the extent not in conflict with applicable regulatory authority, interexchange trunks designated for use for EAS shall not be used by either company for toll traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment (including EAS tandems) or for other local central office equipment provided or used in the interchange of EAS under this Annex. However, when one company provides facilities, either by switching or by direct physical assignments for the handling of traffic originated and terminated at the exchanges of the other company, that providing company will be compensated for such costs incurred. These costs will be determined on the basis of studies conducted annually or at the direction of the company providing the "through" facilities, and settlement charges implemented prospectively. BellSouth will prepare a monthly statement including a detail of settlement payments due from one party to the other calculated as herein described and such payments will be made monthly.

V. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks between the points specified in Exhibit A hereto and sufficient interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

VI. DIRECTORY SERVICES AND DIRECTORY ASSISTANCE

Each company, and its directory vendors, will abide by the rules and regulations of the Florida Public Service Commission or Florida Legislature concerning the provision of telephone white page listings to its subscribers for the Extended Service Area.

Each company or its directory vendor will provide, at its own expense, directory listings and directory assistance service to its subscribers covering all exchanges and subscribers within the Extended Service Area. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement. Directory listings will be provided by each company to the other via service orders, magnetic tapes or camera ready proofs at no charge to either company. In the event one company provides Directory Assistance to the other, the required EAS directory listings will be extracted from the Directory Assistance database solely for purposes of providing Commission mandated EAS directories to the general body of subscribers in the EAS area.

VII. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VIII. COMPENSATION

Each company will provide, by ownership or lease from the other company, the entire EAS trunk facilities between its central offices and the point(s) of connection with the connecting company as defined in Exhibit C to the Basic Agreement between the companies.

IX. TERM

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

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 20th day of June, 1995.

Witness: VISTA-UNITED TELECOMMUNICATIONS

Lynn B. Hall

By _____
Director

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

B. Provisioning

1. Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying Vista-United of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

c. Controlling Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying Vista-United of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to Vista-United meet or exceed accepted industry levels; and

2. Provide Vista-United the necessary technical and administrative standards required to establish and/or maintain service.

B. Vista-United will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 7th day of November , 1991 .

Witness:

Lynn B Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and VISTA-UNITED TELECOMMUNICATIONS.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 7th day of November, 1991.

Witness:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XV

(201)

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, 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 of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within Vista-United's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with Vista-United forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day, seven (7) days a week, and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

~~2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;~~

2.~~3.~~ Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

3.~~4.~~ Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, ~~established by BellSouth.~~ jointly agreed to by BellSouth and Vista-United.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, ~~service intervals,~~ technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 6th day of November, 1989.

WITNESS:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and VISTA-UNITED TELECOMMUNICATIONS.

For each of the following types of Access Services, provided jointly by the companies in the Orlando LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 6th day of November , 1989.

WITNESS:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By ~~General Manager~~ Director

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By Assistant Vice President

Annex XVI

301

SUPPLEMENT NO. 1
TO
ANNEX 301, NUMBER SERVICES

Effective: January 1, 1993

Attached to and made a part of ANNEX 301, formerly "ANNEX XVI", NUMBER SERVICES, effective July 15, 1991, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and VISTA-UNITED TELECOMMUNICATIONS.

This Supplement is issued to reflect the increase in the compensation rate for Electronic White Page Access Service to $.03.

The first paragraph of part A of Section V of Annex 301 shall be modified to read:

"Compensation for the inclusion of Vista's Directory Assistance data in the Electronic White Page Service offering will be at a rate of three cents ($.03) per screen of Vista's data accessed."

Executed this 3rd day of June, 1993.

Witness: Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness: Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX XVI
NUMBER SERVICES

This Annex, effective July 15, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell" and VISTA-UNITED TELECOMMUNICATIONS, a partnership under the laws of the State of Florida, hereinafter called "Vista-United", sets forth the basic provisions under which Southern Bell will furnish certain Number Services to Vista-United.

This Annex supercedes in its entirety any previously executed Annex XVI, along with all Exhibits, Attachments and Supplements thereto.

I. NUMBER SERVICES

Number Services will be provided for exchanges specified in Exhibit A to this Annex. Number Services are generally defined as follows:

A. Directory Assistance (DA) - This service includes providing local and intrastate number service to Southern Bell or Vista-United customers.

B. Electronic White Page Access Service - This service authorizes the inclusion of the DA data of Vista-United with Southern Bell's data for direct access by Southern Bell customers, Interexchange Carriers and/or their customers, via a terminal. This will be an automatic interface to Directory Assistance, bypassing the operator. Non-published customer information will be excluded from the Electronic White Page data base. The Electronic White Page System will restrict access to users with designated user identification codes and passwords.

The existing service order flow updating the Directory Assistance data base will update the Electronic White Page data base. Maintenance of the Electronic White Page data base will be provided in the same manner as the existing Directory Assistance System.

II. EQUIPMENT

The company providing Number Services will provide and maintain such equipment at the serving office as is necessary to perform the agreed upon number services. The other company will provide and maintain such equipment in its exchanges as is necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operation and traffic operating procedures which are standard in the providing company's office.

III. RECORDS

The company providing Number Services will be furnished by the other company, in advance of the day when the Number Services work is begun, all information required by the providing company for establishing records necessary for furnishing the agreed upon services. The other company will inform the providing company daily of any necessary changes, additions or deletions to be made in such records. The providing company shall not be responsible for, and the other company shall indemnify the providing company against, claims arising out of or resulting from erroneous records furnished by the other company hereunder.

IV. BASIS OF CHARGES

The providing company will be paid by the other company monthly for Number Services the charges as stated in the following schedules:

A. Directory Assistance - Charges for this service will be at the rate of thirty cents ($.30) per Local Directory Assistance call originated by subscribers of the non-providing company.

B. Either company may separately charge for additional information requested by the other company or for services in excess of contracted Number Services.

V. BASIS OF COMPENSATION

A. Electronic White Page Service - Compensation for the inclusion of Vista-United's Directory Assistance data in the Electronic White Page service offering will be at a rate of one cent ($.01) per screen of Vista-United's data accessed.

Each month, Southern Bell will prepare and remit to Vista-United statements which shall include data necessary for determining revenues and compensation associated with the Electronic White Page service offering. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statement.

VI. RESTRICTIONS

The non-providing company shall not be permitted to subcontract any service to be provided to it hereunder to a third party except in the form of services provided under tariff or a service which had, as of the date of this Annex, been provided by tariff.

VII. 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 August, 1991.

Witness:

Lynn B Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XVI - NUMBER SERVICES
EXHIBIT A
SERVING ARRANGEMENT

Effective July 15, 1991

The following exchanges will receive Number Services as designated below:

Company Providing Service	Other Company Exchange	Services Performed At Directory Assistance*
Southern Bell	Lake Buena Vista	Orlando

* Electronic White Page Access Service is provided for the same locations that utilize Directory Assistance Service.

Executed this 9th day of August, 1991.

Witness:

Lynn B Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
Director

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XI

302

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 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, hereinafter referred to as Vista-United, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Vista-United may include:

   a. Recording
   b. Rating
   c. Message Distribution
   d. Message Transmission (CMDS I/STARS)
   e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for Vista-United.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Vista-United.

4. Where Southern Bell provides recording and rating for Vista-United, Southern Bell shall generate and submit sample message records for Vista-United to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for Vista-United, Southern Bell will generate and provide usage detail records to Vista-United.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Vista-United revenues for IntraLATA Intercompany Settlements (ICS) messages. Vista-United will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to Vista-United within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for Vista-United in connection with messages not recorded and rated by Southern Bell, Vista-United shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Vista-United the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Vista-United to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Vista-United will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Vista-United.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by Vista-United in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Vista-United shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 5th day of June , 1989 .

WITNESS:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between VISTA-UNITED TELECOMMUNICATIONS and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

Type of Activity	RATES INTRASTATE INTERLATA	INTERSTATE INTERLATA	INTRASTATE INTRALATA
(1) DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,			
- per record transmitted	$ .003	$ .003	$ .003*
- per record received	$ .003	$ .003	$ .003*

* - charges waived during MABC transition period, Jan., 1988 - Dec., 1991

Executed this 5th day of June , 1989 .

WITNESS:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and VISTA-UNITED TELECOMMUNICATIONS.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 5th day of June , 1989 .

WITNESS:

Lynn B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and VISTA-UNITED TELECOMMUNICATIONS, a partnership under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 25th day of June, 1993.

Witness: VISTA-UNITED TELECOMMUNICATIONS

Lynn B. Hall By _____
Director

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

BellSouth Telecommunications, Inc.
Docket No. 960786-TL
FCCA's 7th Set of Interrogatories
July 25, 1997
Item No. 117
Page: 1 of 1

REQUEST: Does BellSouth provide originating and/or terminating service on a local basis (e.g., flat rate EAS, ECS, OEAS) between BellSouth and other ILECs?

RESPONSE: Yes.

DECLASSIFIED
NRS 11-15-04

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

(Part 5 of 12)

DOCUMENT NUMBER-DATE
09064 SEP-10 97
FPSC-RECORDS/REPORTING

REQUEST: If the answer to Interrogatory 93 is yes, please provide the following information with respect to the relationship with each such ILEC:

a. State whether such services were provided pursuant to a written contract or agreement;

b. please specify the terms and conditions, pursuant to which the service is provided, including the technical arrangements;

c. provide prices for terminating calls; and

d. provide prices for origininating calls on all such services that are provided.

RESPONSE: A. EAS is provided pursuant to agreement with other ILECs. ECS and OEAS are provided pursuant to tariffs filed by BellSouth with the Florida Public Service Commission.

B. Terms and conditions and technical arrangements are contained in the agreements and tariffs (Florida GSST Section A.3.7.2 and A.3.7.3).

C. There is no compensation exchanged with other ILECs for terminating EAS, ECS and OEAS.

D. Prices for originating calls are contained in applicable tariffs (Florida GSST Section A.3.7.2 and A.3.7.3) on file with the Commission.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide operator services (either call completion or number assistance) to any other unaffiliated ILEC? If so, please identify to whom such services are provided; delineate the terms and conditions under which such services are provided; including the rates charged; and describe the technical configuration or requirements pursuant to which such services are provided.

RESPONSE: Operator services are provided by BellSouth to Alltel Communications, Inc., Frontier Communications of the South, Northeast Florida Tel. Co., Indiantown Tel. Systems, Inc., and Vista-United Telecommunications. The terms and conditions are set forth in agreements between BellSouth and these ILECs.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide dedicated service jointly with any other ILEC? If the answer is yes, please the companies with whom such joint dedicated services are provided; set forth the terms and conditions, including prices, under which such joint services are provided; and identify the points of interconnection between the companies providing the joint dedicated service.

RESPONSE: BellSouth provides dedicated services jointly with Alltel , Frontier, Florala, St. Joseph, Quincy, Gulf, Vista-United, Sprint, Northeast, and Indiantown. The terms and conditions are set forth in agreements between BellSouth and each ILEC. Points of connection are generally at the service area boundaries of each ILEC.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide technical network services for unaffiliated ILECs, including, but not limited to, capacity and/or facilities design; network engineering support; and/or technical support? If so, identify the companies to whom BellSouth provides such services; and for each company set forth the terms and conditions that govern such service, including pricing arrangements.

RESPONSE: No.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide originating and/or terminating service on a local basis (e.g., flat rate EAS, ECS, OEAS) between BellSouth and other ILECs?

RESPONSE: Yes.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: If the answer to Interrogatory 93 is yes, please provide the following information with respect to the relationship with each such ILEC:

a. State whether such services were provided pursuant to a written contract or agreement;

b. please specify the terms and conditions, pursuant to which the service is provided, including the technical arrangements;

c. provide prices for terminating calls; and

d. provide prices for origininating calls on all such services that are provided.

RESPONSE: A. EAS is provided pursuant to agreement with other ILECs. ECS and OEAS are provided pursuant to tariffs filed by BellSouth with the Florida Public Service Commission.

B. Terms and conditions and technical arrangements are contained in the agreements and tariffs (Florida GSST Section A.3.7.2 and A.3.7.3).

C. There is no compensation exchanged with other ILECs for terminating EAS, ECS and OEAS.

D. Prices for originating calls are contained in applicable tariffs (Florida GSST Section A.3.7.2 and A.3.7.3) on file with the Commission.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide operator services (either call completion or number assistance) to any other unaffiliated ILEC? If so, please identify to whom such services are provided; delineate the terms and conditions under which such services are provided; including the rates charged; and describe the technical configuration or requirements pursuant to which such services are provided.

RESPONSE: Operator services are provided by BellSouth to Alltel Communications, Inc., Frontier Communications of the South, Northeast Florida Tel. Co., Indiantown Tel. Systems, Inc., and Vista-United Telecommunications. The terms and conditions are set forth in agreements between BellSouth and these ILECs.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide dedicated service jointly with any other ILEC? If the answer is yes, please the companies with whom such joint dedicated services are provided; set forth the terms and conditions, including prices, under which such joint services are provided; and identify the points of interconnection between the companies providing the joint dedicated service.

RESPONSE: BellSouth provides dedicated services jointly with Alltel , Frontier, Florala, St. Joseph, Quincy, Gulf, Vista-United, Sprint, Northeast, and Indiantown. The terms and conditions are set forth in agreements between BellSouth and each ILEC. Points of connection are generally at the service area boundaries of each ILEC.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide technical network services for unaffiliated ILECs, including, but not limited to, capacity and/or facilities design; network engineering support; and/or technical support? If so, identify the companies to whom BellSouth provides such services; and for each company set forth the terms and conditions that govern such service, including pricing arrangements.

RESPONSE: No.

INFORMATION PROVIDED BY:

Gene Lunceford
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N. E.
Atlanta, Georgia 30375

INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
SPRINT - FLORIDA, INCORPORATED

84360 - FL Sprint

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Sprint-Florida, Incorporated, a Florida corporation, herein called "Sprint", and shall be deemed effective as of July 1, 1997. This agreement may refer to either BellSouth or Sprint or both as a "party" or "parties".

WITNESSETH

WHEREAS, BellSouth and Sprint are local exchange telecommunications companies authorized to provide telecommunications services in their respective territories in Florida; and

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each party can seamlessly receive calls that originate on the other party's network and place calls that terminate on the other's network.

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Telecommunications Act of 1996 (the "Act").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Sprint agree as follows:

1. Scope of this Agreement

1.1 This Agreement, including Parts A and B, the Attachments 1, 2, and 3 specifies the rights and obligations of each party with respect to the establishment of Local Interconnection. This Part A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in Part B - Definitions, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, and the effective rules and regulations of the FCC or the Commission. Attachments 1, 2 and 3 and their Exhibits, set forth descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

2. Term of the Agreement

2.1 This Agreement shall be deemed effective as of the date set forth above. Unless otherwise stated in this Agreement or in an Attachment to this Agreement or

unless otherwise mutually extended by the parties, the term of this Agreement shall be two years Thereafter, the Agreement shall continue in force and in effect unless and until terminated as provided herein. The parties agree that any renegotiation of this agreement upon expiration of the term shall be pursuant to 47 U.S.C. §252. Until the revised interconnection arrangements become effective, the parties shall continue to abide by the terms and conditions of this Agreement.

2.2 The parties shall not discontinue any interconnection arrangement or Network Element provided or required hereunder without providing prior written notice of such discontinuation of such arrangement.

2.3 Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party; such written notice to be provided at least sixty (60) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under one of the following as agreed to by the Parties: (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to interconnecting companies, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until an arbitration proceeding has been concluded by the Parties.

2.4 In the event of default, either party may terminate this Agreement in whole or in part provided that the non-defaulting party so advises the defaulting party in writing of the event of the alleged default and the defaulting party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

a. Either party's insolvency or initiation of bankruptcy or receivership proceedings by or against the party; or

b. Either party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

2.5 Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination has already accrued to the other party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

2.6 If either party sells or trades substantially all the assets used to provide Local Interconnection in a particular exchange or group of exchanges, the selling party may request renegotiation of this Agreement on behalf of the purchasing party upon sixty (60) days prior written notice to the other party. Until such time as a new agreement is effective, this Agreement shall remain in full force and effect.

3. Auditing Procedures

3.1 Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties and compliance with the terms of this Agreement. The parties further agree that requests for audit may include requests regarding Percent Local Usage (PLU) factors. Requests for audits shall not be honored more frequently than one (1) occasion per calendar year. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audits shall be performed by a mutually acceptable auditor paid by the party requesting the audit.

3.2 Except where a PLU factor is being reported, until such time as both parties implement terminating recordings and use those recordings to bill the other party, the parties shall maintain and retain for a minimum of one year, complete, detailed, and accurate records, workpapers and backup documentation to evidence the originating data that has been submitted to and used by each party to bill the other party for traffic terminated to each party and such evidence as is necessary to demonstrate compliance with the terms of this Agreement.

3.3 Any adjustments/corrections identified by the audit of data furnished by the originating company shall be limited to the 12 months preceding the date of the audit, except for the PLU.

3.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed in accordance with each party's company policies regarding interest calculation.

3.5 Neither the right to Audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by the Agreement.

3.6 This Section 3 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

3.7 The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party

is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

4. Ordering and Provision of All Services

The parties shall order and provision all services purchased from each other in accordance with the MECOD guidelines, to the extent such guidelines are applicable. In addition, when either Party purchases services from the other, ordering and provisioning shall be in accordance with the ordering and provisioning standard practices, procedures and guidelines ("Guidelines") as those Guidelines are amended from time to time during the term of this Agreement. Both parties agree to make a good faith effort to implement these procedures pursuant to the adoption of industry standards and within the industry defined implementation dates.

5. Taxes

5.1 Definition. For purposes of this Section 5, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

5.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

5.2.1 Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

5.2.2 Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

5.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

5.3.1 Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

5.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party remains liable for any

such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

5.3.3 If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

5.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

5.3.6 Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

5.3.7 Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

5.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

5.4.1 Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

5.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

5.4.3 If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

5.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

5.4.6 Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

5.4.7 Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

5.5 Mutual Cooperation.

In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

6. Liability and Indemnification

6.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Sprint, a Sprint customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 6, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by Sprint, any Sprint customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability. BellSouth's liability for E911/911 services may be further governed by statute.

6.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Sprint pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 6, Sprint's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of Sprint shall not be subject to such limitation of liability. Sprint's liability for E911/911 services may be further governed by statute.

6.3 Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

6.4 Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such party's gross negligence or willful misconduct.

6.5 Notwithstanding subsection 6.1 or subsection 6.2, the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

6.6 Neither party assumes any liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from one party to the other in conjunction with the provision of any service provided pursuant to this Agreement.

6.7 Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection 6.1 or 6.2, each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

6.8 No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection 6.1 or 6.2, the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

6.8.1 Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

6.8.2 The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where

there would be no such infringement or violation in the absence of such combination, operation or use.

6.9 Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Section 6, such party (the "Indemnified Party") shall promptly give written notice to the other party (the Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

6.10 A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

7. Treatment of Proprietary and Confidential Information

7.1 Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all such Information and copies thereof will remain the property of the disclosing party. Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner upon request within a reasonable time. Both parties agree to receive such Information and not disclose such Information except as specified herein. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees, contractors or agents of the parties with a need to know such Information and which employees, contractors or agents agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

7.2 Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep

it confidential.

7.3 Both parties agree to give immediate notice to the other party of any demands to disclose or provide the other party's Information, whether pursuant to subpoena or other process or otherwise, prior to disclosing such Information. Under such circumstances, each party agrees to cooperate in seeking reasonable protective arrangements requested by the other party.

7.4 In the event either party discloses, disseminates or releases any Information received from the other party pursuant to this Agreement or any of its Attachments in a manner not provided for in this Agreement, the other party may refuse to provide any further Information previously provided to such party; such refusal to provide any further Information shall not constitute a breach of this Agreement. The provisions of this paragraph are in addition to any other legal rights or remedies the party whose Information has been disclosed, disseminated or released may have under State or Federal law.

7.5 It is agreed that any and all 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.

7.6 It is further agreed that as a result of the uniqueness of this 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 Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

7.7 The provisions of this Section 7 shall remain in effect notwithstanding the termination of this Agreement or any of its Attachments, unless otherwise agreed in writing by both parties.

8. Resolution of Disputes

8.1 Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

8.2 The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert or other facilitator to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be

required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

9. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

10. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with laws of the State of Florida without regard to its conflict of laws and principles.

11. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

12. Notices

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

BellSouth Telecommunications, Inc.
Directory - Industry Relations
3rd Floor, Bin 3-2
600 North 19th Street
Birmingham, AL 35203

Sprint - Florida
Industry Relations Manager
555 Lake Border Drive
Apopka, Florida 32703

Copy to:
General Attorney
Customer Operations Unit
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

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

13. 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 or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by either party , the delaying party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the other party.

14. Regulatory Approvals

14.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency does not approve any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

14.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modification result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, or a costing/pricing proceeding

conducted by the Commission or FCC which applies to either Party or in which the Commission or FCC makes a generic determination to the extent that the other Party had the right and/or opportunity to participate in said proceeding (regardless of whether the other Party actually participates). Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement; provided, however, in the event a costing/pricing proceeding finalizes interim rates, such final rates developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective as of the Effective Date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision. Further, if the stay of Rule 51.711 is lifted and the rates agreed upon between the parties are not in compliance with the rule, the Parties will renegotiate the rates in order to comply with the rule.

14.3 The Parties shall keep their own records regarding true up and shall mutually determine how such true up shall be calculated. If the Parties are in disagreement regarding the amount of such true up, the Parties shall resolve the issue pursuant to Section 8 of Part A to this Agreement.

14.4 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

15. Assignment and Subcontract

Any assignment by either Party to any non-affiliated entity of any right, obligation, or duty, or of any interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such Party except that in the event one party sells an exchange or other service area to which this Agreement applies. In such an event, the selling party may, on behalf of the purchasing party, request renegotiation of this Agreement. This Agreement shall continue in full force and effect until a new agreement has been executed by negotiation or through arbitration. No assignment hereof shall relieve the assignor of its obligations under this Agreement.

16. Relationship of Parties

It is the intention of the Parties that they be independent contractors and nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

17. Non-Discriminatory Treatment

17.1 If, at any time while this Agreement is in effect, one Party provides interconnection arrangements contained in this Agreement, to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5 on rates, terms and conditions different from those available under this Agreement, then the other Party may opt to adopt such interconnection arrangement including all applicable rates, terms and conditions in lieu of the interconnection arrangement contained in this Agreement. Upon expiration or termination of such other arrangement for interconnection, the provision thus adopted shall cease to apply and shall revert to the corresponding provision of this Agreement.

17.2 Notwithstanding the above, the MFN Obligations shall not apply:

(i) where one Party proves to the Commission that the costs of providing the interconnection arrangement to the other Party are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement;

(ii) where the provision of a particular interconnection arrangement, to the other party is not technically feasible;

(iii) where pricing is provided to a third party on a dissimilar (e.g., deaveraged vs. averaged price) basis, the other Party may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) contained in such third party agreement; or

(iv) where the interconnection arrangement is provided to a third party in conjunction with material terms or conditions that directly impact the provisioning of said service and the other Party seeks to adopt such interconnection arrangement without inclusion of all or substantially all said material terms or conditions.

18. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

19. Entire Agreement

This Agreement, Attachments and Exhibits, incorporated herein by this reference, set forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.	Sprint -Florida, Inc.
Signature	Signature
Title	Title
Date	Date

19. Entire Agreement

This Agreement, Attachments and Exhibits, incorporated herein by this reference, set forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.	Sprint -Florida, Inc.
_____	_____
Signature	Signature
_____	Vice President Law & External Affairs
Title	Title
_____	6/27/97
Date	Date

APPROVED

Definitions

1. **Commission.** The appropriate regulatory agency in Florida.

2. **Common Channel Signaling System 7 (CCS7).** A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits, fully separate from the public switched telephone network that carries the actual call.

3. **Competitive Local Exchange Carrier (CLEC).** A provider of telephone exchange service or exchange access that competes with other Local Exchange Carriers in their established territory.

4. **IntraLATA.** Telecommunication services or functions that originate and terminate within the same LATA.

5. **Links.** A - Links are defined as CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point. B-Links are defined as CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four B-Links(quad) to interconnect two pairs of Signaling Transfer Points.

6. **Local Interconnection.** The delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

7. **Multiple Exchange Carrier Access Billing (MECAB).** The document containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA, prepared by the Billing Committee of the Ordering and Billing Forum ("OBF") and by Bellcore as Special Report SR-BDS-000983. The OBF functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS").

8. **Multiple Exchange Carrier Ordering and Design (MECOD).** The document that establishes methods for processing orders for access service which is to be provided by two or more LECs or CLECs, developed by the Ordering Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF") and published by Bellcore as Special Report SR STS-002643. The OBF functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

9. Network Identification Code (NIC). NIC is a 24 bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identify Field, Network Cluster Field and Cluster Member Field.

10. Point of Interconnection (POI). A physical location where each party establishes facilities for the purpose of interconnecting its network with the other party's network.

11. Telecommunications Act of 1996 (Act). Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

ATTACHMENT I

INTERCONNECTION

1. Local Interconnection

1. Local Interconnection

1.1 Compensation Basis. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other party's customer. When either party's customer originates traffic and sends it to the other party for termination, the parties agree that for the purposes of determining whether traffic is local or toll, local traffic will be defined as that measured or non-measured traffic the originating party's end users can originate, without any choice to a toll calling plan, under the originating party's local service tariff. All other traffic will be considered as "toll" traffic for interconnection purposes.

1.1.1. Each party will provide the other with information that will allow it to distinguish Local from IntraLATA Toll traffic for its customers. At a minimum, each party shall utilize NXXs in such a way that the other party shall be able to distinguish Local from IntraLATA Toll traffic for its customers. Interconnection facilities will be ordered as needed by the parties to complete such Local calls.

1.1.2 The Parties cannot agree to the treatment of traffic terminated to Information Service Providers; however, the Parties agree to continue to negotiate and come to an agreement regarding this type of traffic within one hundred eighty (180) days of the approval of this Agreement. If the Parties cannot resolve the issue, either Party may petition the appropriate regulatory agency for a final determination.

1.2 Method of Interconnection. The parties agree that there are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party and (2) interconnection at a mutually agreeable Point of Interconnection ("POI"). The parties agree to provide and maintain their own facilities up to the POI. The financial arrangement regarding the POI and the facilities provided by each company shall be negotiated between the parties and shall be based upon the configuration of the facility and the ownership of the facilities utilized. The financial arrangements negotiated shall reflect the rates and charges assessed upon competitive local exchange companies in each Party's respective territory.

1.3 Local Interconnection Charges. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in section 1.9, which is incorporated herein by reference. The charges for local interconnection are to be billed monthly and payable monthly after appropriate adjustments pursuant to this Agreement are made. If any undisputed portion of the payment is received after the payment due date as set forth preceding, or if any portion of the payment received is in funds that are not immediately available, then a late payment charge shall be due. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor.

1.3.1 BellSouth's late factor shall be the lessor of:

The highest interest rate (in decimal value) that may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date that payment is actually made, or

1.5% per month, compounded daily for the number of days from the payment due date to and including the date that the payment is actually made.

1.3.2 Sprint's late factor shall be the lessor of:

The highest interest rate (in decimal value) that may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the payment is actually made, or

.000590 per day, compounded daily for the number of days from the payment date to and including the date that the payment is actually made.

1.4 Usage Determination. The parties agree to use best efforts to implement terminating recording capabilities and actual usage billing from those terminating recordings for local interconnection no later than January 1, 1999. The part that will implement billing based on terminating recordings will notify the other party 60 days prior to commencing such billing. Upon implementation of billing from terminating recordings, if the party originating the call combines different jurisdictional traffic types (local, intraLATA toll) over common facilities, the originating party shall first provide to the terminating party a projected Percentage Interstate Usage ("PIU") and a projected Percentage Local Usage ("PLU"), as defined below. Jurisdictional report requirements as specified in the terminating party's intrastate access services tariff will apply to the reporting party. After interstate and intrastate traffic have been determined by use of PIU procedures, a PLU factor will be used for application and billing of local interconnection charges as specified in Section 1.10.

1.4.1 The PLU factor shall consist of a numerator and denominator. The numerator shall include all "nonintermediary" local minutes of use (per jurisdiction) adjusted for those minutes of use that are local only due to Service Provider Number Portability. The denominator is the total minutes of use (per jurisdiction) including local, toll, and access, less terminating party pays minutes of use.

1.4.2 Until such time such systems for terminating recordings and billing are in place, the parties agree to use existing methods of billing and remittance other than bill and keep. Where existing billing and remittance methods do not currently exist, a minute of use surrogate will be used. The surrogate utilized shall be developed from a mutually agreed upon actual traffic study methodology. The traffic study shall be revised semiannually or at other times agreed upon by both Parties. Notwithstanding the foregoing and only on routes where the traffic exchanged between the parties is minimal, the parties agree that they may, upon mutual agreement, elect to utilize a surrogate minute of use per equivalent voice grade facility.

1.5 Trunking Connectivity. Trunking Connectivity for local traffic shall be established in the most appropriate and efficient manner. This connectivity may be to either the local or access tandem for routing to the appropriate end office(s) and/or directly to an end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499.

1.6 Out-of-Band Signaling. Both parties will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically available, in accordance with the industry standard technical specifications. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically available.

1.7 Trunk Groups. The parties agree to establish trunk groups based on traffic volumes, switching capabilities and capacities and one-way versus two-way trunking preferences. Trunk groups to new switches where traffic volumes can only be forecasted shall be established such that each party provides a reciprocal one-way trunk group or the parties may jointly establish a two-way trunk group. The parties agree to use best efforts to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at p.01 grade of service.

The parties agree to meet periodically for the duration of this Agreement commencing with the Effective Date to analyze the trunk recording capabilities and define the administration procedure necessary to utilize two-way trunks for origination and termination of traffic. The parties agree to initiate discussions regarding the development of a joint operational planning guide for trunking arrangements within 90 days of the effective date of this Agreement.

1.8 Tandem Intermediary Function. Either party may provide intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a local exchange telecommunications company other than the parties; or (2) another telecommunications company such as a wireless telecommunications service provider. The parties agree that the appropriate elements of

local interconnection may be charged when performing such intermediary services for either party. Both parties agree that the other party may provide this intermediary function for other local exchange companies or telecommunications companies for the purposes of facilitating the completion of calls between end users. The parties agree that any billing to a third party or other telecommunications company under this section shall be pursuant to MECAB procedures, or other mutually agreeable procedures.

1.9 Rates.

The rates for local interconnection shall be as set forth in Exhibit 1, attached hereto and incorporated herein by this reference. The rates set forth in Exhibit 1 are governed by the provisions of Section 14.2 of the General Terms and Conditions of this Agreement.

ATTACHMENT 2

1. **911/E911**

2. **SS7 Services**

ATTACHMENT 2

1. Access to E911 Emergency Network

1.1 Service of Governmental Agency. Where BellSouth is the retail provider (Primary Provider) of E911 services for the governmental agency in a location where there is also a presence of Sprint (Secondary Provider) BellSouth agrees to provide connection to said System and where appropriate pursuant to this Agreement act as a billing agent for all E911 charges to the governmental agency. Sprint agrees as the Secondary Provider to provide support services to BellSouth so that Sprint end users may be integrated into the E911 system. BellSouth and Sprint agree that this agreement will be reciprocal and said connections will also apply to BellSouth when it is the Secondary Provider and where Sprint is Primary Provider E911 services for a governmental agency. E911 connection includes the following:

1.1.1 Transporting E911 calls from the point of interface with the Secondary Provider exchange(s) to the Switching Control Office of the E911 System;

1.1.2 Switching E911 calls originating from the Secondary Provider's exchange(s) through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations;

1.1.3 Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers (provided by the Secondary Provider from each of the Secondary Provider's exchange(s) in an electronic data base of the E911 Data Management System (DMS); and

1.1.4 Displaying the telephone numbers of Secondary Provider's end users calling E911 along with the associated names and/or street address (or central office identification codes if ANI is not available) at any attendant position console of the PSAP or its designated alternate location.

1.1.5 Where applicable, provide and maintain equipment at the switching control office and data management center of the E911 system.

1.2 Billing of Customer. Where applicable because of contractual obligations or regulatory requirements, the Primary Provider shall bill the E911 customer the amount of charges for the services provided by the Parties. Otherwise the Parties shall each bill the E911 Customer the amount of charges for the services provided by the Parties. The Parties agree that they desire to transition to each Party billing the E911 Customer for the services provided by each Party. The parties agree to use best efforts to implement multiple bills to the 911 Customers as expeditiously as possible and to cooperate with each other in the efforts to fully implement this section. Where the

Primary Party is submitting a single bill, the Primary Provider will pay pursuant to an agreed upon methodology, the Secondary Provider for the services provided by the Secondary Provider.

1.3 Sufficient Circuits to Provide Service. Both the Primary and Secondary Providers shall provide and maintain sufficient interoffice dedicated E911 circuits, routed in the same manner as existing Message Toll and Special Service circuits, and central office equipment so that adequate and sufficient E911 Service will be furnished at all times to both parties' end users. Where the total E911 traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

1.4 Standard Operating Methods. With respect to all matters covered by this Section, both parties shall comply with standard operating methods and practices and observe the rules and regulations of their respective lawfully established tariffs covering the provision of E911 Service.

1.5 Confidential Information. The 911 services information and records provided to each Party by the other shall be considered Confidential Information pursuant to Section 7 of the General Terms and Conditions of this Agreement and shall be utilized for the provision of 911 services and for no other purpose.

1.6 Access to Database. Due to the large number of Sprint telephone numbers residing in the BellSouth 911 service database because of the counties and municipalities occupying both companies' territories in Central Florida, Sprint will have on line access to the BellSouth 911 service database for error correction of Sprint data maintained in the database.

2. Common Channel Signaling System 7 Interconnection

2.1 Purpose. The purpose of this Subsection is to describe Common Channel Signaling System ("CCS7") Interconnection between the parties. CCS7 is a network signaling technology using Signaling System 7 ("SS7") protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

2.2 Physical Connection. Interconnection between Sprint and BellSouth for CCS7 signaling capability shall require at least full duplex 56 Kilobit digital data links in pairs of A-Links or quads of B-Links, depending upon the interconnection configuration. All links shall meet industry standards for reliability and transmission specification.

2.2.1 Each company shall be responsible for the installation and maintenance of the portion of the signaling links within their respective territory up to the Facility Signaling Point of Interface.

2.2.2 Message (voice or data) trunks must be converted from Multi-frequency (MF) to SS7 capable trunks in order to utilize SS7 signaling capabilities. Each party shall provide the other party with 30 days notice prior to the conversion of trunks from MF to SS7 signaling. Failure to provide such notice will result in the assessment of time and material charges to the party that fails to provide prior notice to the other party.

2.2.3 All signaling nodes and links shall meet industry standards regarding CCS7 protocol operational compatibility assurance requirements.

2.2.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS7-based features between the respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its customers. All CCS7 parameters will be provided including Calling Party Number, Originating Line Information (OLI), calling party category and charge number.

2.2.5 When BellSouth offers its CCS7 Hubbing Network, Sprint may choose to interconnect via A-links or B-links. Sprint will provision its links jointly with BellSouth to the BellSouth Facility Signaling Point of Interface (FSPI) of its choice, and BellSouth will transport the links to the BellSouth Gateway STP of BellSouth's choice. BellSouth reserves the right to rearrange the Gateway STP interconnections as necessary to balance the load of SS7 Network messages. BellSouth agrees to give three months written notice prior to such rearrangements.

2.3 CCS7 Network Identification Codes. Both parties shall obtain and utilize their own Network Identification Code ("NIC") for interconnection purposes when interconnecting to the other party's CCS7 network. Each party will be responsible for notifying the other party and other CCS7 network providers of its code assignments and the services for which they will be used. Due to the complexities and potential signaling network downtime required when changing working NICs, each party agrees to give the other party a written notice of a NIC change six months prior to the effective date of the NIC change.

2.4 Usage Measurement. Each Party is responsible for developing measurement methods for the usage-based compensation portions of CCS7 compensation.

2.5 Compensation. Compensation for the services and capabilities provided under this Attachment are described as follows and charged at the rates shown in Exhibit 2.

ATTACHMENT 3

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

This Attachment sets forth the terms and conditions under which each party shall afford to the other party access to it's poles, ducts, conduits and Rights-of-way, pursuant to the Act.

1. Access to Poles, Ducts, Conduits and Rights of Way.

1.1. Where required by law, the Parties agree to provide to the other nondiscriminatory access to any pole, duct, conduit, or right of way owned or controlled by either party, where available. Such access will be provided subject to any terms and conditions by which either party is bound including but not limited to local, state or national safety and/or construction standards.

1.2. Any authorization required by either party to attach to poles, overlashing requirements or modifications to the conduit system or other pathways to allow egress and ingress to the system shall not be unreasonably withheld, delayed, or restricted.

1.3. Each party agrees to obtain the requisite permits or franchises and take no action to intervene against, or attempt to delay the granting of permits or franchises to the other for use of public right of way or access to private property with property owners. Each party agrees to indemnify and hold harmless the other from any claims or actions on account of or relating to the party's failure to obtain the requisite permits or franchises. Each party agrees to provide within thirty (30) business days after receipt of a request from the other party, information relative to the location and access to such facilities in a given local area. If a party requests access to any pole, duct, conduit, or right of way owned or controlled by the other party, but fails to take such access, then the requesting party shall pay the actual costs the other party incurred in responding to said request.

1.4. When establishing service to end users, both parties agree not to damage the property of the other or take any action that would subject the network or facilities of the other party to dangerous electrical currents or other hazards.

2. Compensation

2.1 Access to either party's poles, ducts, conduits, and rights of way, will be provided on a non-discriminatory, competitively neutral basis. Rearrangement costs will be pro-rated on a cost basis among all new users of the facility. Should new facilities be required, the costs shall be pro-rated among all users of the new facility. Existing facilities shall be provided on a pro rata, cost allocated basis. Cost allocations shall be performed in compliance with the FCC rules.

Exhibit 1

BellSouth & Sprint Contractual Local Interconnection Rates

State: Florida

Rate Element	BellSouth[1]	Sprint[2]
Local Switching:		
End Office Term., per MOU[3]		
End Office Band 1		$0.002081
End Office Band 2		$0.002983
End Office Band 3		$0.003471
End Office Band 4		$0.004286
End Office Band 5		$0.005073
End Office Band 6		$0.006313
End Office Band 7		$0.007766
End Office Switching, including transport, per MOU	$0.0020	
Tandem Switching, including transport, per MOU	$0.001250	
Tandem Switching, excluding transport, per MOU		$0.002750
Combined EO & TDM, per MOU	$0.003250	
Common Transport, per MOU per mile		$0.000255#

# Denotes interim

Exhibit 1 (Con't)

[1] BellSouth's rates as set forth in this Exhibit are subject to the provisions of section 14.2 of Part A of this Agreement.

[2] The Parties acknowledge that Sprint does not agree to the Sprint rates contained in this Exhibit, rather those rates will only be used because those rates are currently available through arbitration of Sprint's Interconnection Agreement with MCI, signed April 15, 1997 by MCI and April 16, 1997 by Sprint which rates BellSouth is electing to take pursuant to Section 17, Non-Discriminatory Treatment, of Part A of this Agreement. The rates are currently under reconsideration by the Florida Public Service Commission, and the arbitration in which the rates were set is the subject of a complaint filed in the Federal District Court for the Northern District of Florida.

(i) In any event, said rates shall no longer be effective or charged by Sprint to BellSouth after the Commission approves a Sprint rate determined in a tariff proceeding, or rulemaking proceeding, or a generic proceeding where BellSouth had the opportunity to participate and where all landline interconnectors with Sprint shall be charged these rates and such rates meet the standards set forth in Section 252(d) of the Act, or until the issues concerning the rates are resolved by the Florida Public Service Commission or the Federal District Court. At that time, the Commission or Court approved or allowed rate shall be applicable and BellSouth shall compensate Sprint at those rates or other applicable rate pursuant to Section 14.2 of Part A of this Agreement.

(ii) In the event that the MCI Agreement terminates or expires or that the rate specified in said MCI Agreement is no longer effective as between Sprint and MCI and there has not been a Commission or Court approved or allowed rate as set forth in (i) above, then the rate above shall no longer be applicable or effective as between the Parties. Instead, BellSouth shall compensate Sprint at the rate then applicable in any other Commission proceeding as specified in (i) above.

[3] The Parties agree to negotiate an average rate for these seven bands.

Exhibit 2

BellSouth & Sprint Contractual Common Channel Signaling System 7 (CCS7) Rates

State: Florida

Rate Element	BellSouth's Rates	Sprint's Rates
CCS7 Signaling Connection:		
Non-recurring per 56 Kbps facility	$400.00	$211.18
Monthly recurring per 56 Kbps facility	$5.00	$82.00#
Monthly recurring per 56 Kbps facility per mile		$4.80#
CCS7 Signaling Termination:		
Non-recurring per STP port		$308.00
Monthly recurring per STP port	$113.00	$498.97#
CCS7 Signaling Usage:		
Usage surrogate per month per CCS7 voice trunk (where signaling usage measurement & billing capability does not exist.)	$1.08#	$1.08#

# Denotes interim rate subject to section 14.2 of Part A of this Agreement

960786-TL

Mr. Joseph

NSR 11-15-04

DECLASSIFIED

(Part 6 of 12

DOCUMENT NUMBER-DATE

09064 SEP 10 5

FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 15
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 10, 1995

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

This Supplement is issued to recognize the cancellation of Annex 106, 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	- Extended Area Service
114	- E911 Service
116	- Secondary Directory Assistance
200	- IntraLATA Joint Provisioning

Annex No.	
201	- Access Service Provisioning
302	- Accounting Services
306	- 800 Database Service
307	- Common Channel Signaling System 7 Interconnection
308	- Facilities Maintenance
310	- 800 SMS Responsible Organization Services
503	- Customer Information Exchange

Executed the 10th day of October , 19 95 .

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 14
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 16, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

This Supplement is issued to implement Annexes 306, 307, and 310, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Service
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
116	XVII	- Secondary Directory Assistance
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
302	XI	- Accounting Services
306		- 800 Database Service
307		- Common Channel Signaling System 7 Interconnection
308	XXII	- Facilities Maintenance
310		- 800 SMS Responsible Organization Services
503		- Customer Information Exchange

Executed the 16th day of July, 1993.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 13
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 16, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Service
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
116	XVII	- Secondary Directory Assistance
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
302	XI	- Accounting Services
308	XXII	- Facilities Maintenance
503		- Customer Information Exchange

Executed the 16th day of July , 1993 .

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 12
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Service
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
116	XVII	- Secondary Directory Assistance
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
302	XI	- Accounting Services
308	XXII	- Facilities Maintenance

Executed the 29th day of April, 19 93.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Teresa B. Stevens

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 11
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective September 1, 1992

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

This Supplement, is issued to recognize the cancellation of Annex VIII, Domestic Public Land Mobile Radiotelephone Roamer Service.

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 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 XXII	-	Facilities Maintenance
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 Service
Annex XXIX	-	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services

Executed the 16th day of September , 19 92 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____

Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____

Assistant Vice President

SUPPLEMENT NO. 10
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 19, 1989

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 Annex XXII, 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 XXII - Facilities Maintenance

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 Service

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

Executed the 19th day of October , 1989 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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 XXVII 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 Service

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

Executed the 14th day of September, 1988.

Witness:

Lisa B. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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 7th day of January, 1984.

Witness:

ST. JOSEPH TEL. AND TEL. COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

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

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

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.

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 Independnet 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 aginst 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 7 th 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

Replaced 5/29/85

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	
Chattachoochee	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.

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

Executed this 7th day of January, 1984.

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

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:

Traffic Originating At	Traffic Terminating At	Function Performed
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, 1984.

Witness:

ST. JOSEPH TEL. AND TEL. COMPANY

By _____
Exec. Vice President & General Manager

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President
Bell-Independent Relations

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:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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 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	
Chattachoochee	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 1st day of October, 1987.

Witness:

Sean G Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

S.M. Barkley

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

Traffic Originating At	Traffic Terminating At	Function Performed
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

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT
REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective 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	
Chattachoochee	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 23rd day of July, 1987.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

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:

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
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 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	
Chattachoochee	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:

Joan Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By _____
Vice President and General Manager

Witness:

_____

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and 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 explicity 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.

Anup XXIX

(100)

SUPPLEMENT NO. 2
TO

ANNEX 100
REVISED ATTACHMENT 2
TO EXHIBIT A

INTERMEDIATE TRANSPORT BY NON-SWITCHING COMPANIES

Effective September 7, 1995

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to eliminate payments to BellSouth of the intertoll trunking payments St. Joseph received from Quincy Telephone Company. St. Joseph shall continue to pay BellSouth the following percentage of local transport or intertoll trunking payments received from the company below:

PANAMA CITY LATA

Sending Company	%	of
Centel	51	Intertoll Trunking

Executed the 17th day of November. 1995.

Witness: ST. JOSEPH TELEPHONE & TELEGRAPH COMPANY

By _____
Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

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:

LATA	WIRE CENTER CLLI	BHMOC's
Panama City	CHPLFLJA	56
	GCVLFLMA	26
	HAVNFLMA	38
	LYHNFLOH	142
	PCBHFLNT	126
	PNCYFLCA	102
	PNCYFLMA	802
	SYHSFLCC	6
	VERNFLMA	16
	YNFNFLMA	36
Total		1350

II. For Southern Bell payments to St. Joseph:

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

Executed the 9th day of July , 1990 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and 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 , 19 88 .

Witness:

Jean D. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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 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.

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 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 TERM (MTS/WATS)	ORIG (800)	TOTAL
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 TERM (MTS/WATS)	ORIG (800)	TOTAL
Panama City	ALTHFLXA	214	4	218
	APLCFLXA	326	6	332
	ARPNFLXA	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.):

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
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:

Leon B. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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

Sending Company	%	of
Centel	51	Intertoll Trunking
Quincy Tel.	70	Intertoll Trunking

Executed the 14th day of September, 1988.

Witness:

Lisa D. Stevens

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XXVIII

(106)

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 9, 1992

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 BellSouth Telecommunications, Inc., formerly "Southern Bell Telephone and Telegraph Company".

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$296,996
1991 Preliminary Settlements	$221,259
Net Due St. Joseph	$ 75,737

Upon the execution of this supplement BellSouth will credit the account of St. Joseph in the amount of $75,737 in final settlement for Private Line business for the period January 1, 1991 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 30th day of September, 1992.

Witness:

ST. JOSEPH TELEPHONE
AND TELEPHONE COMPANY

Dora G. Stevens

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

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 De4cember 31, 1990 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
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

Susan J. Stevens

By _____
VICE PRESIDENT

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By _____
Assistant Vice President

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:

	Private Line
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

Sean B. Stevens

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

IntraLATA Private Line

Meet Point Billing Option

[ ] Single Bill/Single Tariff

[X] 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 Vaughn Vice President
Name/Title

August 17, 1990
Date

SOUTHERN BELL

[signature]
Name/Title
Operations Manager

8/27/90
Date

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:

	Private Line
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 _____
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
For

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

By _____
Executive Vice President

Witness:

Dorothy Bennett

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 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

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.

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 , 19 88 .

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Florida, herein called "St. Joseph". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of September, , 1992 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex III

(109-A)

SUPPLEMENT NO. 9
TO
ANNEX 109-A

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective October 1, 1993

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-A, INTRASTATE JOINT REVENUE DISTRIBUTION, formerly Annex III, effective January 1, 1984, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell Telephone and Telegraph Company.

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Multiple Tariff.

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 Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change.

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

The facility routes...

Executed this 30th day of September, 19 93.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between 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 _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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 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 TELEPGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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 2nd day of May , 1990 .

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Susan G. Stevens

By John A. Vaughan
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy P. Bennett

By C. M. Rogers Jr.
Assistant Vice President
for

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

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between 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:

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

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 17th day of January , 1989.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
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 _____
Executive Vice President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	INTERLATA ACCESS
1984 Study Costs	$3,924,076
1984 Preliminary Settlements	2,987,113
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:

Jean D. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

WITNESS:

Ann Barkley

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

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, 1985.

Witness:

Lisa D. Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By _____
Vice President

Witness:

Sm Barkley

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

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

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between 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.

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:

ST. JOSEPH TEL. & TEL. COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
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.

POP (Svg. Wire Center)	End Office	End Office Company % Ownership	POP Company % Ownership
Panama City (PNCYFLMA)	Tyndall AFB (TAFBFLXA)	45	55

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:

Dean G. Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By _____
Vice President and General Manager

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Annex IV

(109-E)

SUPPLEMENT NO. 7
TO
ANNEX 109-E

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective October 1, 1993

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-E, INTERSTATE JOINT REVENUE DISTRIBUTION, formerly Annex IV, effective January 1, 1984, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell Telephone and Telegraph Company.

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Multiple Tariff.

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 Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change.

The Initial Billing Company (IBC) shall compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's interstate 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), BellSouth is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes...

Executed this 30th day of September, 1993.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective May 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

This Supplement is issued to change the Special Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Single Tariff.

Section III, B of the AMENDMENT shall be changed to read:

A. Special Access

The billing option arrangement to be used by the parties shall 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 30th day of April , 1992 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE 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.

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 interstate 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 _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE 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 Interstate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Interstate 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 IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance 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

Jean G. Stevens

By John A. Vanda
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, 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 IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be 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 interstate 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 or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 17th day of January, 1989.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV
REVISED ATTACHMENT 1
TO
EXHIBIT A
Effective April 1, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement, issued to reflect joint provisioning for Interstate Special Access, replaces in its entirety the previous Attachment 1 to Exhibit A.

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.

POP (Svg. Wire Center)	End Office	End Office Company % Ownership	POP Company % Ownership
Panama City (PNCYFLMA)	Tyndall AFB (TAFBFLXA)	45	55

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:

ST. JOSEPH TEL. & TEL. COMPANY

By
Vice President and General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By
Assistant Vice President

Revised 9/8/85

SUPPLEMENT NO. 1
TO
ANNEX IV
REVISED ATTACHMENT 1
TO
EXHIBIT A
Effective January 17, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Panama City (MTS; Opr. Svc. only)	Tyndall AFB	48	52

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 8th day of May, 19 85.

Witness:

Dean Stevens

ST. JOSEPH TEL. & TEL. COMPANY

By _____
Vice President and General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

ANNEX IV
INTERSTATE JOINT 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 by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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 7th day of January, 1984.

Witness:

ST. JOSEPH TEL. AND TEL. COMPANY

By
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, 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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 7th day of January, 19 84.

Witness:

ST. JOSEPH TEL. & TEL. COMPANY

By _____
Vice President and General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Replaces 5/29/85

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Panama City (MTS; Opr. Svc. only)	Tyndall AFB	59	41

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 7th day of January , 1984 .

Witness:

ST. JOSEPH TEL. & TEL. COMPANY

By
Vice President and General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By
Assistant Vice President

Annex XXIV

(110-A)

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2nd day of February, 1987.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX
(110-E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 22nd day of May 1989 .

WITNESS:

ST. JOSEPH TELEPHONE AND
TELEGRAPH COMPANY

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a Corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 20th day of Oct., 1986.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex V
(113)

ANNEX V
EXTENDED AREA SERVICE

THIS ANNEX, effective October 1, 1990, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Florida (herein called "St. Joseph"), and SOUTHERN BELL TELEPHONE COMPANY AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia (herein called "Southern Bell"), sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of St. Joseph and exchanges of Southern Bell.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. To the extent not in conflict with applicable regulatory authority, telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not a part of this Annex. When EAS is furnished at an exchange with measured service, each call from the exchange with measured service to an extended area service point shall be considered a local call. The exchanges served by EAS under the terms hereof are listed in Exhibit A attached to and made a part hereof.

II. PHYSICAL CONNECTION

St. Joseph and Southern Bell shall interconnect their telephone systems for the provision of EAS at points of connection listed in Exhibit C, attached to the Basic Agreement between the companies.

To the extent not in conflict with applicable regulatory authority, interexchange trunks designated for use for EAS shall not be used by either company for toll traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment (including EAS tandems) or for other local central office equipment provided or used in the interchange of EAS under this Annex.

V. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks between the points specified in Exhibit A hereto and sufficient interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

VI. DIRECTORY SERVICES AND DIRECTORY ASSISTANCE

Each company, and its directory vendors, will abide by the rules and regulations of the Florida Public Service Commission or Florida Legislature concerning the provision of telephone white page listings to its subscribers for the Extended Service Area.

Each company or its directory vendor will provide, at its own expense, directory listings and directory assistance service to its subscribers covering all exchanges and subscribers within the Extended Service Area. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement. Directory listings will be provided by each company to the other via service orders, magnetic tapes or camera ready proofs at no charge to either company. In the event one company provides Directory Assistance to the other, the required EAS directory listing will be extracted from the Directory Assistance database solely for purposes of providing Commission mandated EAS directories to the general body of subscribers in the EAS area.

VII. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VIII. COMPENSATION

Each company will provide, by ownership or lease from the other company, the entire EAS trunk facilities between its central offices and the boundary with the connecting company.

IX. TERM

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

Annex V between the parties effective June 21, 1987 and all supplements thereto are canceled herewith except for any amounts due either party thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 1st day of October , 1990 .

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX V
EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective October 1, 1990

Attached to and made a part of ANNEX V, EXTENDED AREA SERVICE, effective October 1, 1990, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between	and Southern
St. Joseph Exchange	Bell Exchange
Chattahoochee	Havana
Tyndall Air Force Base	Pamana City

Executed this 1st day of October , 1990 .

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIV

(114)

ANNEX XIV
E911 SERVICE

This Annex, effective the 15th day of July, 1988 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Florida, hereinafter called "St. Joseph", sets forth the terms and conditions upon which Southern Bell will provide St. Joseph connection to the E911 System serving various counties in Florida.

I. GENERAL

A. E911 Service is comprised of three (3) features.

1. AUTOMATIC NUMBER IDENTIFICATION (ANI) which automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the Public Safety Answering Point (PSAP) and displayed at an attendant position console;

2. SELECTIVE ROUTING (SR) which provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party; and

3. AUTOMATIC LOCATION IDENTIFICATION (ALI) which forwards the name and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with street address of the telephone number at the main location.

B. E911 Service is offered in five (5) configurations of the basic features of which the customer must select at least one. The feature configurations are:

1. Automatic Number Identification;
2. Selective Routing;
3. Automatic Number Identification and Selective Routing;
4. Automatic Number Identification and Automatic Location Identification; and
5. Automatic Number Identification, Selective Routing and Automatic Location Identification

C. Each of the five (5) E911 feature configurations include the following as standard features:

1. Forced Disconnect which is a function of the special 911 trunk circuit in the end office and enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines;

2. Default Routing which activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. (Such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed.);

3. Alternate Routing which allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (Night Service);

4. Manual Transfer which enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code; and

5. Speed Calling (Abbreviated Dialing) which enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

II. AGREEMENT

Southern Bell agrees to provide connection to the above indicated E911 System for St. Joseph's exchange(s) listed in Exhibit A, attached to and made a part of this Annex. Such connection, the charges for which are included in Exhibit B, attached to and made a part of this Annex, includes the following:

A. Transporting the E911 calls from St. Joseph's exchange(s) listed in Exhibit A to the Switching Control Office of the E911 System;

B. Switching the E911 calls from St. Joseph's exchange(s) through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations;

C. Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of St. Joseph's exchange(s) in an electronic data base of the E911 Data Management System (DMS); and

D. Displaying the telephone numbers of St. Joseph's customers calling 911 along with the associated names and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate location.

III. EQUIPMENT

Southern Bell shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as Southern Bell determines is necessary to perform the E911 Services set forth in Section I above.

IV. CIRCUITS BETWEEN ST. JOSEPH AND SOUTHERN BELL

St. Joseph and Southern Bell shall provide and maintain sufficient interoffice dedicated E911 circuits, routed in the same manner as existing Message Toll and Special Service circuits, and central office equipment so that adequate and sufficient service will be furnished at all times to the customers of St. Joseph's exchange(s) listed in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

In the event the traffic between St. Joseph and Southern Bell E911 switch is considered to be interLATA, Southern Bell will undertake to order sufficient interLATA facilities from an interexchange carrier so that good service will be furnished at all times to the customers of St. Joseph's exchange(s) listed in Exhibit A. Southern Bell will also undertake to receive billing and submit payment of the interexchange carrier's lawfully tariffed charges for interLATA facilities.

V. BASIS OF REVENUE DISTRIBUTION

St. Joseph's exchange(s) covered by this Annex is/are listed in Exhibit A. Southern Bell will bill and collect all charges for the E911 Service Area and shall remit to St. Joseph its portion of the charges as determined in accordance with Exhibit B to this Annex. E911 terminal equipment, i.e. Public Service Answering Positions (PSAPs), provided by either company will be billed separately at tariff rates filed by that company. Each company will retain the PSAP revenues it bills.

VI. MONTHLY PAYMENTS

Southern Bell will render to St. Joseph monthly statements showing the amounts determined as provided in Section V above and payment in full will be remitted to St. Joseph within thirty (30) days thereafter.

VII. METHODS AND PRACTICES

With respect to all matters covered by this Annex, St. Joseph will adopt and comply with standard operating methods and practices comparable to those of Southern Bell and will observe the rules and regulations of the lawfully established tariff which covers the provision of E911 Service.

VIII. RECORDS

St. Joseph shall furnish to Southern Bell, in advance of the day when the E911 Service is established, all information required by Southern Bell to establish records necessary for furnishing the services set forth in Section I above and shall promptly inform Southern Bell of any necessary changes to be made in such records.

IX. LIABILITY

Southern Bell's liability to St. Joseph, St. Joseph's 911 calling parties or any other parties or persons for any loss or damages arising from errors, interruptions, omissions, delays, defects, failures, or malfunctions of the E911 Service or any part thereof whether caused by the negligence of Southern Bell or otherwise shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charges for the services affected during the period of time that the services were fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

St. Joseph agrees to release, indemnify, defend and hold harmless Southern Bell from any and all loss, claims, demands, suits or other action, or any liability whatsoever, including Southern Bell's negligence, sole or otherwise, arising out of St. Joseph's customers' use of the E911 Service whether suffered, made, instituted or asserted by St. Joseph, its customers or by any other parties or persons, for any personal loss or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by St. Joseph, its customers or others.

St. Joseph also agrees to release, indemnify, defend and hold harmless Southern Bell from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by Southern Bell in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of Southern Bell, St. Joseph, the E911 Agency, its users, municipalities, or the employees or agents of any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, Southern Bell fails to perform any of the duties hereby accepted by it, or violates any provision of this Annex, Southern Bell shall not be liable to St. Joseph for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to Southern Bell for any period during which it fails to perform the duties accepted by it hereunder.

X. TERM OF ANNEX

This Annex shall become effective on the date specified and shall continue in force and effect for one (1) year, and thereafter, unless terminated by ninety (90) days written notice from either party to the other.

IN WITNESS WHEREOF, the parties have caused this Annex to be executed on their behalf by their duly authorized officers this 22nd day of May, 1989.

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XIV

EXHIBIT A
E911 EXCHANGES

Effective July 15, 1988

Attached to and made a part of ANNEX XIV, E911 SERVICE, effective July 15, 1988 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Southern Bell", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "St. Joseph".

The E911 Services described in Section I of this Annex shall be provided for the St. Joseph exchange(s) listed below:

St. Joseph Exchange(s)	E911 System Features to be provided St. Joseph Exchange(s)				
	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Mexico Bch.					X

Southern Bell will perform or cause to be performed all functions necessary to provide the above service(s) except that St. Joseph shall perform the following functions:

St. Joseph Exchange(s)	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Mexico Bch.	X				

Executed this 22nd day of May , 19 89 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ANNEX XIV

EXHIBIT B
E911 REVENUE DISTRIBUTION

Effective July 15, 1988

Attached to and made a part of ANNEX XIV, E911 SERVICE, effective July 15, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Southern Bell", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY hereinafter called "St. Joseph".

I. REVENUE DISTRIBUTION-E911 SERVICE

Southern Bell shall distribute to St. Joseph a portion of monthly revenues billed for the provision of E911 Service as described in Section I of this Annex. The amounts due St. Joseph shall be determined from the following schedule for each exchange listed in Exhibit A to this Annex:

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification	$100.00	$500.00
Selective Routing	-	-
Combined Automatic Number Identification and Selective Routing	-	-
Combined Automatic Number and Automatic Location Identification	-	-
Combined Automatic Number and Automatic Location Identification and Selective Routing	-	-

Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals, coin telephone access lines, access lines on temporary suspension of service arrangements and others, if any.

For purposes of this Exhibit, the number of access lines in each exchange of St. Joseph listed in Exhibit A to this Annex shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlements under this Annex for that year.

II. REVENUE DISTRIBUTION-E911 PREPARATION COSTS

E911 preparation costs cover central office modifications, trunking equipment, data base creation, etc. and are billed to the E911 customer as initial non-recurring charges. These costs as declared by St. Joseph and included in the total service establishment costs as accepted by the customer, amount to $12,601.85. Southern Bell shall pay these costs to St. Joseph immediately upon receipt of the payment of such non-recurring costs by the county.

Executed this 22nd day of May , 1989 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XVII

(116)

SUPPLEMENT NO. 5
TO
ANNEX 116

SECONDARY DIRECTORY ASSISTANCE
REVISED EXHIBIT B
INTERSTATE

Effective July 1, 1992

Attached to, and made a part of, Annex 116, SECONDARY DIRECTORY ASSISTANCE, formerly Annex XVII, effective July 1, 1985, between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell Telephone and Telegraph Company.

I. SERVING ARRANGEMENT

The identified Primary DA Bureau will reswitch or transfer end user requested Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRIMARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated monthly based on the following formula:

(Access lines x $.137) ÷ 12

where,

Access Lines = The number of St. Joseph's Florida Access Lines (904 NPA) as of July 1st of each calendar year, as reported annually by St. Joseph to BellSouth.

Executed this 30th day of September, 1993.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE
REVISED EXHIBIT B
INTERSTATE

Effective July 1, 1991

I. SERVING ARRANGEMENT

The identified Primary DA Bureau will reswitch or transfer end user requested Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRIMARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated monthly based on the following formula:

$$A = C \div 12$$

where,

C = Secondary Company Directory Assistance Interstate Annual Costs, as submitted by the Secondary Company for facilities from the Point of Connection with the Primary Company, up to and including the Secondary DA Bureau, as supported and allowed by the FCC and included in rate development of the Primary Carrier's DA Access Charge Tariff.

and

A = Monthly compensation.

More specifically, A = $3,077.00 ÷ 12 = $256.42 per month.

Executed this 22nd day of October, 1991.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Susan B. Stevens

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Carmen Woodbury

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE
REVISED EXHIBIT B
INTERSTATE

Effective July 10, 1990

I. SERVING ARRANGEMENT

The identified Primary DA Bureau will reswitch or transfer end user requested Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRINARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated monthly based on the following formula:

$$A = C \div 12$$

where,

C = Secondary Company Directory Assistance Interstate Annual Costs, as submitted by the Secondary Company for facilities from the Point of Connection with the Primary Company, up to and including the Secondary DA Bureau, as supported and allowed by the FCC and included in rate development of the Primary Carrier's DA Access Charge Tariff.

and

A = Monthly compensation.

More specifically, A = $17,549.81 ÷ 12 = $1,462.49 per month.

Executed this 12th day of September , 1990.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Teresa G. Stevens

By J. M. Taylor
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By C. Rodgers, Jr.
Assistant Vice President
for

SUPPLEMENT NO. 2
TO
ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE
REVISED EXHIBIT B
INTERSTATE

Effective April 1, 1989

I. SERVING ARRANGEMENT

The identified Primary DA Bureau will reswitch or transfer end user requested Interstate Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRIMARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated monthly based on the following formula:

$$A = C \div 12$$

where,

C = Secondary Company Directory Assistance Interstate Annual Costs, as submitted by the Secondary Company for facilities from the Point of Connection with the Primary Company, up to and including the Secondary DA Bureau, as supported and allowed by the FCC and included in rate development of the Primary Carrier's DA Access Charge Tariff.

and

A = Monthly compensation.

More specifically, C = $26,953.83 ÷ 12 = $2,246.15 per month.

Executed this 26th day of June , 1989 .

Witness:

Teresa S. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE
REVISED EXHIBIT B
INTERSTATE

Effective January 1, 1988

I. SERVING ARRANGEMENT

The identified Primary DA Bureau will reswitch or transfer end user requested Interstate Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRIMARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated monthly based on the following formula:

$$A = C \div 12$$

where,

C = Secondary Company Directory Assistance Interstate Annual Costs, as submitted by the Secondary Company for facilities from the Point of Connection with the Primary Company, up to and including the Secondary DA Bureau, as supported and allowed by the FCC and included in rate development of the Primary Carrier's DA Access Charge Tariff.

and

A = Monthly compensation.

More specifically, C = $23,971.00 ÷ 12 = $1,997.58 per month.

Executed this 22nd day of April, 1988.

Witness:

Teresa B. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By William C. Sanford
Assistant Vice President

ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE

This Annex, effective July 1, 1985 between the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called the Bell Company, or Primary Provider, and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Florida, hereinafter called the Independent Company, or Secondary Provider, sets forth the basic provisions under which the Primary Directory Assistance (DA) Bureau will switch toll DA calls to the Secondary DA Bureau for handling as identified in the Exhibit(s) attached to and made a part of this Annex.

I. DIRECTORY ASSISTANCE

This service provides responses to inquiries for Directory Assistance (DA) from end users who dial 1+NPA+555-1212, called Foreign NPA (FNPA).

II. EQUIPMENT

The parties to this agreement will provide and maintain such equipment at each DA Bureau as is necessary to perform the agreed upon Directory Assistance services.

III. RECORDS, INFORMATION OR OTHER DATA

The Secondary Provider will maintain all information required for furnishing the agreed upon service. The Primary Provider shall not be responsible for, and the Secondary Provider shall indemnify the Primary Provider against all claims, arising out of or resulting from, erroneous data furnished by the Secondary Provider to the caller.

IV. BASIS OF CHARGES AND COMPENSATION

A. Intrastate - The Primary Provider will provide the Secondary Provider sufficient data and call volumes monthly to support the compensation to be paid on a per call basis to the Secondary Provider. Serving arrangements and specific per call settlement amounts will be determined as provided in the attached Exhibit A.

B. Interstate - Compensation to be paid on a monthly basis will be based on a study of annual costs of the Secondary Provider and furnished to the Primary Provider by letter. These costs will be updated as required to meet the Primary Provider's tariff filing requirements. Serving arrangements and specific settlement amounts will be determined as provided in the attached Exhibit B.

V. RESTRICTIONS

The Secondary Provider shall not be permitted to subcontract any service to be provided to it hereunder to a third party, except in the form of services provided under tariff or a service which had, as of the date of this Annex, been provided by tariff.

VI. TERM OF ANNEX

A. 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.

B. The Exhibits and Attachments to this Annex may be individually amended, replaced or cancelled without affecting the remaining Annex, Exhibits or Attachments.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 2nd day of February, 1987.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE
EXHIBIT A
INTRASTATE

Effective July 1, 1985

I. SERVING ARRANGEMENT

The identified primary DA Bureau will reswitch or transfer end user requested Intrastate Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRIMARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated as follows:

Payment to Secondary Provider per Intrastate call
= $.19 per call

Executed this 2nd day of February, 1987.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XVII

SECONDARY DIRECTORY ASSISTANCE
EXHIBIT B
INTERSTATE

Effective October 1, 1985

I. SERVING ARRANGEMENT

The identified Primary DA Bureau will reswitch or transfer end user requested Interstate Directory Assistance calls to the Secondary DA Bureau as necessary to respond to the request.

PRIMARY DA BUREAU	SECONDARY DA BUREAU
Jacksonville (904 NPA)	Port St. Joe

II. BASIS OF COMPENSATION

The Secondary DA Bureau will be compensated monthly based on the following formula:

$$A = C \div 12$$

where,

C = Secondary Company Directory Assistance Interstate Annual Costs, as submitted by the Secondary Company for facilities from the Point of Connection with the Primary Company, up to and including the Secondary DA Bureau, as supported and allowed by the FCC and included in rate development of the Primary Carrier's DA Access Charge Tariff.

and

A = Monthly compensation.

More specifically, C = $27,965.70 ÷ 12 = $2330.48 per month.

Executed this 2nd day of February, 1987.

Witness:

Susan G. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

Sm Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex X
(200)

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, 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 of the functions that each company will perform in jointly provisioning IntraLATA Services. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and intraLATA toll services. St. Joseph will from time to time be required to provide the appropriate data, forecast, operational personnel and test equipment support necessary to complete the functions of this Annex. The functions to be performed are Planning, Provisioning and Maintenance.

A. Planning - Southern Bell will conduct studies to determine growth and technological requirements for joint transmission facilities, switching systems and operator service systems to handle forecasted traffic demand in the most economical manner. Southern Bell will be responsible for overall intraLATA forecasts, to include joint local, private line, WATS, 800 and Message Telecommunications Services (MTS). St. Joseph will be responsible for providing appropriate growth and forecast data for its franchised service area for use in the studies. The studies to be provided are:

1. Long Range Studies used to produce optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Trunk Forecasts used in projecting demand for services required in developing long and short range studies.

B. Provisioning

1. Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying St. Joseph of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

c. Controlling Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying St. Joseph of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to St. Joseph meet or exceed accepted industry levels; and

2. Provide St. Joseph the necessary technical and administrative standards required to establish and/or maintain service.

B. St. Joseph will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 28th day of May , 1991 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEPGRAPH COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 28th day of May , 1991 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

Susan A. Stevens

By John M. Langley
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By W C Gantt
Assistant Vice President

Annex XV

(201)

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, 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 of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within St. Joseph's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with St. Joseph forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 21st day of July, 19 89.

WITNESS:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

For each of the following types of Access Services, provided jointly by the companies in the Panama City LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 21st day of July , 1989.

WITNESS:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XI

(302)

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 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, hereinafter referred to as St. Joseph, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to St. Joseph may include:

a. Recording
b. Rating
c. Message Distribution
d. Message Transmission (CMDS I/STARS)
e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for St. Joseph.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from St. Joseph.

4. Where Southern Bell provides recording and rating for St. Joseph, Southern Bell shall generate and submit sample message records for St. Joseph to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for St. Joseph, Southern Bell will generate and provide usage detail records to St. Joseph.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to St. Joseph revenues for IntraLATA Intercompany Settlements (ICS) messages. St. Joseph will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to St. Joseph within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for St. Joseph in connection with messages not recorded and rated by Southern Bell, St. Joseph shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to St. Joseph the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by St. Joseph to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. St. Joseph will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of St. Joseph.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by St. Joseph in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

St. Joseph shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 26th day of July, 1988.

WITNESS:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

	RATES		
Type of Activity	INTRASTATE INTERLATA	INTERSTATE INTERLATA	INTRASTATE INTRALATA
(1) DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,			
- per record transmitted	$ .003	$ .003	$ .003*
- per record received	$ .003	$ .003	$ .003*

* - charges waived during MABC transition period, Jan., 1988 - Dec., 1991

Executed this 26th day of July, 1988.

WITNESS:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 26th day of July, 19 88.

WITNESS:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Executive Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 306

ANNEX 306

800 DATABASE SERVICE

Effective: May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the state of Georgia, herein called "BellSouth", 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 under which 800 Database Service will be provided by BellSouth to St. Joseph.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

QUERY CHARGE - The charge that BellSouth will recover from St. Joseph for transporting St. Joseph's 800 SCP queries and/or providing 800 SCP call routing responses on behalf of St. Joseph.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SERVICE SWITCHING POINTS (SSPs) - Features of computerized switches in the telephone network that distinguish dialed 800 calls from ordinary telephone calls, and then communicate with SCPs for information on how the 800 calls should be routed.

SIGNAL TRANSFER POINTS (STPs) - The packet switches in a common channel signaling network used to route signaling information between SCPs and other network nodes in processing an 800 call.

SECTION II
SCOPE OF ANNEX

2.01. This Annex covers the terms and conditions under which BellSouth will provide to St. Joseph access to the BellSouth 800 SCP for real time 800 call routing instructions.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

SECTION III
PHYSICAL CONNECTION AND COMPENSATION

3.01. BellSouth's provision of 800 Database Service to St. Joseph requires interconnection from St. Joseph's operating area to a BellSouth 800 Service Control Point (SCP). Such interconnection shall be established by mutual agreement between BellSouth and St. Joseph. Both the interconnection arrangement and any associated compensation shall be described in Exhibit A included in and made a part of this Annex.

3.02. A list of the specific St. Joseph 800 SSP equipped switches for which BellSouth will provide 800 SCP access is provided as Attachment 1 to Exhibit A.

SECTION IV
SMS ACCESS FOR REPAIR SERVICE PURPOSES

4.01. The Responsible Organization (RESP ORG) for a given 800 number is responsible for trouble acceptance, referral and/or clearance for any trouble condition for that 800 number. The name of the RESP ORG and a trouble reporting number (if provided by the RESP ORG) can be obtained by accessing the 800 SMS.

4.02. BellSouth will provide access to the 800 SMS for RESP ORG identification purposes only for those Local Exchange Companies that contract with BellSouth for Responsible Organization functions.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VI
TERM OF ANNEX

6.01. This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party six months written notice thereto, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 16th day of July ,1993.

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

WITNESS:

By: _____
Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306
800 DATABASE SERVICE
EXHIBIT A

PHYSICAL CONNECTION AND COMPENSATION

Effective: May 1, 1993

Attached to and made part of Annex 306, 800 Database Service, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

1.01. St. Joseph's 800 SSP shall query the BellSouth 800 SCP for the call routing information via the SS7 network.

St. Joseph will install and maintain its own 800 SSP and will establish CCS7 links to a mated pair of BellSouth Local Signal Transfer Points (LSTPs) designated by BellSouth. The St. Joseph switch shall route the originating 800 call to its proper destination and shall ensure that its 800 SSP signaling point code will be delivered to the BellSouth 800 SCP for recording and billing purposes.

1.02. For 800 SCP queries associated with Interexchange Carrier (IC) transported 800 calls, BellSouth shall bill its approved 800 Access Service tariff SCP query rates (interstate or intrastate, whichever is appropriate, based upon the application of BellSouth Percent Interstate Usage (PIU) factors to determine the jurisdiction of the 800 call), less $.00025/query, directly to St. Joseph. BellSouth shall bill St. Joseph for query charges only for those queries for which the 800 SCP returns a Carrier Identification Code (CIC). For 800 SCP queries associated with Local Exchange Carrier (LEC) transported 800 calls, BellSouth shall recover its 800 SCP query costs via the compensation process in place for LEC-to-LEC traffic.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.03. BellSouth shall not begin billing of 800 SCP query charges to St. Joseph before the Federal Communications Commission's mandatory date for 800 Number Portability for interstate IC transported 800 calls, nor before the approved BellSouth Open 800 Service Florida tariffs are approved for intrastate IC transported 800 calls.

Executed this 16th day of July, 1993.

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

WITNESS:

By: _____
Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306
800 DATABASE SERVICE
ATTACHMENT 1 TO EXHIBIT A

LIST OF SWITCHES

Effective: May 1, 1993

Attached to and made part of Exhibit A, effective May 1, 1993, to Annex 306, 800 Database Service, between BELLSOUTH TELECOMMUNICATIONS, INC. and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY. BellSouth shall provide access to the BellSouth 800 SCP for 800 call routing purposes for the following St. Joseph 800 SSP equipped switches:

LATA	St. Joseph 800 SSP Switch CLLI Code	St. Joseph 800 SSP Signaling Point Code
Panama City	PTSJFLXA02T	005-001-084

Executed this 16th day of July, 1993.

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

WITNESS: Sean G. Stevens

By: John W Vaughn
Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS: Dorothy Bennett

By: W C Gan
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 307

ANNEX 307

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

This Annex, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Georgia, herein called "BellSouth", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Florida, herein called "St. Joseph", sets forth the terms and conditions regarding Common Channel Signaling System 7 (CCS7) network interconnection between St. Joseph and BellSouth.

SECTION I
SCOPE OF ANNEX

This Annex and its Exhibits set forth the terms and conditions for the provisioning of CCS7 capabilities and services by BellSouth to St. Joseph for the provisioning of access, intraLATA toll and local exchange voice and data service. Specific capabilities and services shall be identified in Exhibits to this Annex.

SECTION II
DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

A-Links - A-Links are CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point.

B-Links - B-Links are CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four (quad) B-Links to interconnect two pairs of Signaling Transfer Points.

Common Channel Signaling System 7 (CCS7) - A network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Integrated Services Digital Network User Part (ISUP) - ISUP provides the Signaling System 7 application-level communications necessary for a variety of signaling services, including call set up and disconnect.

Network Identification Code (NIC) - A 24-bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identity Field, Network Cluster Field and Cluster Member Field.

Service Control Point (SCP) - A real-time data base system that contains instructions on how public switched messages are to be routed and handled by the public switched network.

Service Management System (SMS) - The main operational support and control system of all Advanced Intelligent Network Services, including 800 Data Base Service.

Service Switching Points (SSPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability to communicate with the Service Control Points (data bases) in order to obtain call handling instructions.

Signaling Link - A full duplex 56/64 Kilobit digital data circuit used to transport CCS7/SS7 signals between signaling nodes.

Signaling Points (SPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability of call setup/teardown and call routing using CCS7 technology.

Signaling System 7 (SS7) - A protocol, or set of communications procedures, used in common channel signaling for passing routing information between telecommunication switches and signaling network nodes.

Signaling Transfer Points (STPs) - The packet switches in the CCS7 network as defined by the Bellcore "Signaling Transfer Point Generic Requirements" document TR-TSY-000082 used to route SS7 signaling information between signaling network nodes for processing call setup and routing intelligence.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Transaction Capabilities Application Part (TCAP) - TCAP provides application-level functions for special Common Channel Signaling Services provided by the Stored Program Control System (SPCS). Service information exchange between the SPCS and a network database would typically be defined within TCAP.

SECTION III
PHYSICAL CONNECTION

3.01. St. Joseph interconnection with BellSouth for CCS7 signaling capability shall require two full duplex 56 Kilobit digital data links (A-Links) per St. Joseph Signaling Point or Service Switching Point, or four full duplex 56 Kilobit data links (B-Links) per St. Joseph Signaling Transfer Point pair. All links shall meet BellSouth's reliability and transmission specification requirements.

3.02. Each company shall be responsible for the installation and maintenance of the portion of the signaling links within its respective territory up to the Points of Connection between the companies, specified in Exhibit C to the Basic Agreement.

3.03. Message (voice or data) trunks shall be converted from Multi-frequency (MF) to SS7-capable trunks, as required, for CCS7 signaling capabilities.

3.04. All St. Joseph signaling nodes and links shall meet BellSouth's SS7 protocol operational compatibility assurance requirements. These may include, but are not limited to, BellSouth's Guide To Technical Publication TR-TSV-000905 (Common Channel Signaling Network Interface Specifications), TR-TSV-000954 (Common Channel Signaling Network Interface Specifications - Additional Material Supporting Alternate Billing Services (ABS)), TA-TSV-000962 (Common Channel Signaling Network Interface Specifications Supporting ISDN), TA-TAP-001004 (Operations Guidelines for Common Channel Signaling Interface Specifications), TR-NPL-000246 (Message Transfer Part (MTP)), Signaling Connection Control Part (SCCP), ISDN User Part (ISDN-UP), Transaction Capabilities Application Part (TCAP), TR-TSY-000394 (Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDN-UP)) and TR-TSY-000317 (Call Control Using The ISDN User Part). Additional specifications documents may be listed in the individual Exhibits to this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

3.05. CCS7 interconnection shall make available to St. Joseph call setup and data base access capabilities and services as defined in the Exhibits to this Annex and as allowed by legal and regulatory authorities.

3.06. St. Joseph shall not utilize its interconnection with BellSouth's CCS7 network for transport of any other company's SS7 signals, or for transport of SS7 signals from any other CCS7 network provider's CCS7 network, without written permission from BellSouth.

SECTION IV
CCS7 NETWORK IDENTIFICATION CODES

4.01. St. Joseph shall obtain and utilize its own Network Identification Code (NIC) for interconnection purposes when interconnecting its Signaling Points or Service Switching Points at the A-Link level, or when interconnecting its Signaling Transfer Points (or equivalent equipment) at the B-Link level. St. Joseph may use a BellSouth NIC only with the expressed approval by BellSouth.

4.02. If a BellSouth NIC is utilized, BellSouth will be responsible for St. Joseph code assignments. When St. Joseph obtains its own NIC, St. Joseph will be responsible for code assignments and will be responsible for notifying BellSouth and other CCS7 network providers of such code assignments and the services for which they will be used.

4.03. Due to the complexities and potential St. Joseph signaling network downtime required when changing working NICs, St. Joseph agrees to give BellSouth written notice of any NIC change six months prior to the effective date of the NIC change.

SECTION V
COMPENSATION

5.01. Compensation for the services and capabilities provided under this Annex are set forth in the Exhibits included in and made a part of this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

6.01.

SECTION VI
AMENDMENTS AND WAIVERS

Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both Companies.

6.02. In addition, no course of dealing or failure of either Company to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VII
TERM OF ANNEX

7.01. This Annex and its Exhibits shall remain in effect until canceled by either Company with or without cause upon giving the other Company six months written notice thereof, and shall be subject to termination liability as reflected in individual exhibits, supplements or attachments made a part of this Annex.

7.02. Cancellation of the entire Annex will include cancellation of all exhibits, supplements and attachments thereof; however such cancellation shall not negate any termination liability specified in individual exhibits, supplements or attachments.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 16th day of July, 1993.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

EXHIBIT A
A-LINK CHARGE FOR CCS7 INTERCONNECTION

Effective May 1, 1993

Attached to and made a part of ANNEX 307, Common Channel Signaling System 7 Interconnection, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth" and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "St. Joseph".

SECTION I
BASIS OF COMPENSATION

1.00. For each CCS7 A-Link termination on a BellSouth Local Signaling Transfer Point (LSTP) switch for the purpose of St. Joseph interconnection with the BellSouth CCS7 network, the following charges to St. Joseph shall apply:

$350 per A-Link per month.

1.01. This A-Link charge represents access to BellSouth's CCS7 network for ISUP AND TCAP capabilities only and does not preclude charges for additional features and services.

1.02. Identification of individual A-Links covered under this Exhibit shall be provided in Attachment 1 to this Exhibit.

1.03. BellSouth agrees to retain the monthly rate of $350 per A-Link for three (3) years from the execution date of this Annex unless the existing pricing structure must be altered to conform with regulatory or legal requirements, or such changes are agreed to by both parties.

1.04. In the event St. Joseph cancels this Exhibit, Supplements and/or Attachments made a part thereof, resulting in the disconnection of interconnecting A-Links except as may be directed by regulatory or legal requirements, St. Joseph agrees to pay a per link termination charge equal to $5,000 minus ($5,000 multiplied by X/36), where X equals the number of months between the turn-up date and the turn-down date of the canceled links. Fractional months shall be rounded to the nearest whole month.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.04 (Con't)

For example, if 14.4 months had passed between the turn-up and turn-down date for two A-Links, the termination charge would be:

$5,000 - $5,000 x 14/36 = $5,000 - $1,944 = $3,056 per link.

Therefore, the total termination charge would be $3,056 per link x 2 links = $6,112.00.

After three (3) years from the turn-up date of a set of A-Links, any termination liability to St. Joseph for those links shall cease. This termination charge or portions thereof may be waived by written agreement from BellSouth.

Executed this 16th day of July, 1993.

Witness:

Susan G. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By John W Vayda
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Sanders
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective May 1, 1993

Attached to and part of Exhibit A, effective May 1, 1993, to Annex 307, Common Channel Signaling System 7 Interconnection, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links provided subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of St. Joseph's Signaling Point
LYNHFLOH21W	PTSJFLXA02T
PNCYFLMA21W	PTSJFLXA02T

Executed this 16th day of July, 1993.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Dean H. Stevens

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex XXII

(308)

SUPPLEMENT NO. 1
TO
ANNEX XXII

FACILITIES MAINTENANCE

This Supplement, effective March 1, 1989, is attached to and made a part of ANNEX XXII, FACILITIES MAINTENANCE, also effective March 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

The following section shall be added to Annex XXII:

"XI. RESTORATION REEL OF CABLE

St. Joseph will provide and maintain a restoration reel of fiber cable of proper size, type and length to reach between any two handholes or between the central office and the first handhole on the route. St. Joseph will be responsible for delivering the reel to the job site, placing and protecting the cable until permanent repairs are complete, and removing the cable and storing it for future use."

Further, Section II., MAINTENANCE RATE, of EXHIBIT A, BASIS OF COMPENSATION, of Annex XXII, shall be amended to read:

"II. MAINTENANCE RATE

The charge for maintenance of the above described facility will be fully loaded actual material and labor costs. These costs will be based on the rates in effect for Southern Bell at the time of the outage and restoral. Such charges will be due and payable to Southern Bell within 30 days of receipt of such billing."

Executed this 19th day of October , 1989 .

Witness:

Sean G. Stevens

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By John H. Vaughn
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By C. E. Rodgers, Jr.
Assistant Vice President

ANNEX XXII
FACILITIES MAINTENANCE

This Annex, effective March 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Georgia, hereinafter called "Southern Bell", and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Florida, hereinafter called "St. Joseph", sets forth the terms and conditions for maintenance of telecommunications facilities as hereinafter described.

I. SCOPE OF THE ANNEX

This Annex sets forth the rights and obligations of the parties regarding the maintenance of intraLATA/interexchange facilities provided by either company for the other. This service, as detailed in this Annex and its Exhibits, encompasses maintenance of telecommunications facilities where such maintenance is not covered in Tariffs nor other Agreements or Annexes currently in effect between the parties.

II. METHODS AND PRACTICES

The parties agree that the maintenance of services or facilities under this Annex will meet the generally accepted industry performance standards, methods and practices for network quality in effect during the period of this Annex.

III. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

Restoration of service resulting from any cause whatsoever shall meet the following priorities. First restoration priority shall be afforded to those network elements and services affecting national security or emergency preparedness capabilities; second, those affecting public safety, health and welfare as identified by the appropriate government agencies; third, all remaining services shall be restored as expeditiously as practicable and in a non-discriminatory manner.

IV. LIABILITY FOR OUTAGE

Southern Bell shall not be liable to St. Joseph for any damages, losses, claims, suits, or liabilities of whatsoever kind or nature arising out of this contract unless such damages losses, claims, suits or liabilities arose out of the gross negligence or

willful misconduct of Southern Bell's employees, agents, or contractors. Southern Bell's liability for any losses, claims, suits, damages or liabilities resulting from the gross negligence or willful misconduct of its employees, agents, affiliates or contractors shall be limited to an amount equal to that portion of the charges owed under this Annex from St. Joseph to Southern Bell and attributable to the plant for the duration of the outage and shall be based on a proportionate reduction of such charges. Any claim or demand for credit as a result of any such outage shall be waived unless presented in writing within one year after the date of the outage.

V. ACCESS TO COMPANY PREMISES

St. Joseph agrees to provide to Southern Bell all necessary access to its premises, including but not limited to central offices, manholes, regeneration points, etc., for purposes of maintenance as outlined in this Annex and necessary testing as determined by Southern Bell. Should St. Joseph fail to provide such access Southern Bell shall be relieved of any and all duties under this Annex.

VI. CONTRACTOR DEFINITION

Each party agrees that it shall perform its obligations hereunder as a separate contractor and not as the agent, employee or servant of the other party. Neither party nor any personnel furnished by such party shall be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of and supervision over its own performances of the obligations under this Annex and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations; each party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters; and each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of that party's obligations hereunder.

VII. COMPLIANCE WITH LAWS

All obligations under this Annex shall be performed in compliance with all applicable legislation and government agency orders and regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Where required by law, certificates of compliance shall be provided.

Southern Bell shall comply with the provision of all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to it's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in it's performance of this Annex.

VIII. COMPENSATION

Compensation for services and facilities provided under this Annex shall be specified in the Exhibits hereto and made part of the Annex.

IX. INDEMNIFICATION

St. Joseph shall hold harmless and idemnify Southern Bell for any damages for which St. Joseph becomes liable due to any acts of gross negligence or willful misconduct which result in a service outage.

X. TERMINATION

This Annex will continue in effect until terminated. Each Exhibit contains its own termination provision and may be terminated separately. However, this entire Annex, including all Exhibits hereto, may be terminated by either party by giving written notice to the other party equal to the longest notice of termination period specified in the Exhibits in effect and by settlement in full of financial obligations.

The parties have executed this Annex through their authorized representatives this 5th day of April, 1989.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

EXHIBIT A
FACILITIES MAINTENANCE
BASIS OF COMPENSATION

This Exhibit, effective March 1, 1989, describes the maintenance charges associated with the following intraLATA/interexchange facilities maintained by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY for the ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY.

I. DESCRIPTION

Southern Bell will maintain a section of intraLATA/interexchange facility within the local exchange service area of St. Joseph as identified by the following information:

(1) From the Point of Connection (POC) in St. Joseph's manhole approximately 100 feet south of the south approach to the DuPont bridge in the Tyndall AFB exchange (Coordinates: V8063;H1899) to the Tyndall AFB central office (Coordinates: V8068;H1892).

(2) Facility Type:

Fiber Optic Cable

(3) Facility Length in Route Miles (rounded to nearest one-tenth): 1.5 miles.

II. MAINTENANCE RATE

The charge for maintenance of the above described facility will be the time and materials rates in effect for Southern Bell at the time of the outage and restoral. Such charges will be billed by Southern Bell to St. Joseph, and will be due and payable to Southern Bell within 30 days of receipt of such billing.

III. DEFAULT

If St. Joseph defaults in the payment of compensation and such default shall continue for fifteen (15) days after written notice of the default, Southern Bell may terminate this entire Exhibit by written notice.

IV. TERM

This Exhibit becomes effective on the date executed and will continue in force for five years (60 months) thereafter, provided however, that either party may terminate this Exhibit with or without cause upon giving the other party sixty (60) days written notice thereof.

In witness whereof, the undersigned parties have caused this Exhibit to be executed on their behalf this 5th day of April, 1989.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 310

SUPPLEMENT NO. 1
TO
ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective October 1, 1993

Attached to and made a part of ANNEX 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

This Supplement is issued to change the definition of Open 800 Service.

In Section I, Definitions, the definition of Open 800 Service shall be changed to read as follows:

> OPEN 800 SERVICE - An interstate or intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

Executed this 19TH day of JULY, 1994.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia, herein called "BellSouth", 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 under which 800 Service Management System (SMS) Responsible Organization Services will be provided by BellSouth to St. Joseph.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex, the following terms shall be defined as:

800 SMS RESPONSIBLE ORGANIZATION (RESP ORG) - The entity that assumes the duty of managing and administering the appropriate records in the 800 Service Management System.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

NUMBER ADMINISTRATION AND SERVICE CENTER (NASC) - The organization that administers the SMS/800 system for the centralized management of 800 numbers of 800 DataBase Service.

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OPEN 800 SERVICE - An intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

OPTION 800 SERVICE - An intrastate, intraLATA 800 service requiring that the originating 800 call terminate to a destination within the same LATA in which the call originated. The same 800 number can be used for Option 800 Service in each LATA of the state.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTS (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SECTION II
SCOPE OF ANNEX

2.01. 800 SMS Responsible Organization (RESP ORG) services covered by this Annex that BellSouth will perform on behalf of St. Joseph will include the following:

2.01.1 Provide a BellSouth Business Office contact number to St. Joseph to establish, change or delete a record in the 800 SMS.

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2.01.2 Provide a contact number to St. Joseph repair service personnel through which they can gain access to the 800 SMS to identify the RESP ORG for any given 800 number on a 24 hour a day, 7 days a week basis.

2.01.3 Access the 800 SMS for 800 number assignment of ten digit 800 number(s) (i.e., 800+NXX+XXXX) to St. Joseph. BellSouth will select the 800 number(s) to be assigned unless St. Joseph requests a specific 800 number(s). If the requested number(s) is available, BellSouth will make a reasonable effort to obtain the number(s) in accordance with the Ten Digit 800 Service Number Administration Guidelines and according to the rules and regulations of the approved NASC tariff. Specific 800 number requests are honored by the NASC on a first-come-first-served basis at the time the reservation is received by the 800 SMS.

2.01.4 Reserve 800 numbers at the request of St. Joseph. 800 numbers may be reserved for a maximum of 60 calendar days. If service is not activated on the reserved 800 number in 60 days, the 800 number status will transition from "reserved" to "spare".

2.01.5 Access the 800 SMS to create, disconnect or change an 800 Service record for call routing purposes based upon the information provided by St. Joseph and according to the rules and regulations of the approved NASC tariff.

2.01.6 Access the 800 SMS to change the RESP ORG for a specific 800 number at the request of St. Joseph and according to the rules and regulations of the approved NASC tariff.

2.01.7 Provide and maintain a BellSouth trouble reporting contact number in the 800 SMS for trouble referrals.

2.01.8 Accept trouble reports from 800 subscribers, casual end users or other parties receiving trouble reports on 800 DataBase service for which BellSouth is the RESP ORG.

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2.01.9 Work with the 800 Number Administration and Service Center (NASC) administrator to obtain and maintain SMS access.

2.01.10 Resolve any errors in the SMS entry/SCP download process with the NASC when necessary.

2.02. BellSouth will provide the above described RESP ORG services only for 800 services sold by St. Joseph from St. Joseph's intrastate Open and/or Option 800 service tariffs.

SECTION III
RESPONSIBILITIES OF ST. JOSEPH

3.01. For all 800 troubles originating in St. Joseph's territory, St. Joseph shall first determine whether or not the trouble is in its equipment or facilities. If not, then St. Joseph shall determine the RESP ORG of the 800 number involved, and refer the trouble condition to that RESP ORG. If BellSouth is the RESP ORG, then St. Joseph shall refer the trouble to the 800 service trouble reporting number provided by BellSouth.

3.02. St. Joseph shall place an order for Option or Open 800 Service, furnishing the following information, to the BellSouth Business Office contact number provided by BellSouth:

3.02.1 <u>For Option 800 Service:</u>

- LEC Company Name.
- Specific 800 Number requested if any.
- Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- Customer Name and Contact Number.
- Customer Mailing Address.
- Customer Billing Address if different than the mailing address.
- St. Joseph Service Representative's Name and Number.
- Service Due Date.

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- Area Of Service - The LATA number of the LATA(s) in which the service will be provided. If more than one LATA is designated, the Variable Call Destination feature will have to be requested.

3.02.2 For Open 800 Service:

- LEC Company Name.
- Specific 800 Number requested if any.
- Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- The Name and Carrier Identification Code (CIC) of the Interexchange Carrier to transport the intrastate, interLATA 800 calls.
- Customer Name and Contact Number.
- Customer Mailing Address.
- Customer Billing Address if different than the mailing address.
- St. Joseph Service Representative's Name and Number.
- Service Due Date.

Since the area of service for Open 800 Service is state wide, St. Joseph shall use the same Interexchange Carriers for the interLATA 800 traffic transport as participate in BellSouth's Open 800 Service. Identification of such Interexchange Carriers shall be made by BellSouth to St. Joseph.

3.03. If for a specific 800 number(s), St. Joseph elects to change the RESP ORG from BellSouth to another RESP ORG entity, St. Joseph is responsible for the following:

3.03.1 Calling the BellSouth Business Office contact number and placing a disconnect order, furnishing the following information:

- The 800 number(s) involved.
- The date and time of the RESP ORG transfer.
- The identity code of the new RESP ORG.

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3.03.2 Providing the new RESP ORG with all appropriate information for transferring the RESP ORG responsibilities for the specific 800 number(s), including the date and time of the RESP ORG transfer.

3.04. If for a specific Open 800 Service number(s), St. Joseph's subscriber elects to change the transporting Interexchange Carrier for the interLATA 800 traffic, St. Joseph is responsible for ensuring that all involved service providers (both the existing and new providers) are informed of the changes, dates and times.

SECTION IV
COMPENSATION

4.01. Compensation for the provision of RESP ORG services by BellSouth to St. Joseph shall be billed monthly by BellSouth to St. Joseph on the following basis:

Monthly recurring charge for St. Joseph 800 number maintained in the 800 SMS . . . . . $ 3.00

Non-recurring charge for information associated with a new St. Joseph 800 number entered into the 800 SMS. $35.00

Non-recurring charge for change to information associated with St. Joseph 800 number maintained in the 800 SMS $35.00

There will be no charge by BellSouth for the removal of a St. Joseph 800 number from the database.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex shall be construed as a waiver of such provision or any other rights under this Annex.

SECTION VI
TERM OF ANNEX

6.01. This Annex shall remain in effect until canceled by either party with or without cause upon giving the other party one month written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 16th day of July, 1993.

Witness:

ST. JOSEPH TELEPHONE AND
TELEGRAPH COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex
503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of July, 1993.

Witness:

ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY

Susan G. Stevens By John A Vaughn
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By WC Garriff
Assistant Vice President

960786-TL

Northeast Florida

DNK 11-15-04

DECLASSIFIED

(Part 7 of 12)

DOCUMENT NUMBER-DATE
09064 SEP 10 5
FPSC-RECORDS/REPORTING

Basic Agreement

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 10, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to recognize the cancellation of Annex 106 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	- Extended Area Service
200	- IntraLATA Joint Provisioning
201	- Access Service Provisioning

300 - Operator Services

301 - Number Services

302 - Accounting Services

306 - 800 Database Service

307 - Common Channel Signaling System 7 Interconnection

310 - 800 SMS Responsible Organization Services

503 - Customer Information Exchange

Executed the 10th day of October, 1995.

Witness:

NORTHEAST FLORIDA TELEPHONE CO.

By
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By
Assistant Vice President

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: November 14, 1994

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to implement Annex 113 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	-	- Extended Area Service
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning

300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
306		- 800 Database Service
307		- Common Channel Signaling System 7 Interconnection
310		- 800 SMS Responsible Organization Services
503		- Customer Information Exchange

Executed the 14th day of November, 1994.

Witness:

NORTHEAST FLORIDA TELEPHONE CO.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective: June 3, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to implement Annexes 306, 307, and 310, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning

300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
306		- 800 Database Service
307		- Common Channel Signaling System 7 Interconnection
310		- 800 SMS Responsible Organization Services
503		- Customer Information Exchange

Executed the 3rd day of June , 1993 .

Witness:

NORTHEAST FLORIDA TELEPHONE CO.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : June 3, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning

300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
503		- Customer Information Exchange

Executed the 3rd day of June , 1993 .

Witness:

NORTHEAST FLORIDA TELEPHONE CO.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
100	XXIX	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	Intrastate Joint Access Revenue Distribution
109-E	IV	Interstate Joint Access Revenue Distribution
110-A	XXIV	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
200	X	IntraLATA Joint Provisioning
201	XV	Access Service Provisioning

300	IX	Operator Services
301	XVI	Number Services
302	XI	Accounting Services

Executed the 29th day of April, 1993.

Witness:

NORTHEAST FLORIDA TELEPHONE CO.

By Leon Lommen
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By W L Garrett
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: June 26, 1989

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 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 InterLATA Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

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

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

Executed the 26th day of June , 1989 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: Sept. 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:

Jack Miller

NORTHEAST FLORIDA TELEPHONE COMPANY

By Leon Conner
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By J. J. Brooks
Assistant Vice President

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:

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

Executed this 3 day of June, 19 85.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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

This Agreement (hereafter referred to as Basic Agreement), effective as of the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and 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

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 explicity 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.

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 7th day of January, 19 84 .

Witness:

NORTHEAST FLORIDA TELEPHONE CO., INC.

Evelyn H. Holland

By Gladys R. Walker
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Jan Barkley

By R. T. Burns
Assistant Vice President

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

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:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By R. W. Culpepper
President

Witness:

Jan Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By K. T. Burns
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated 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.

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 Independnet 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 aginst 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 7th day of January 19 84 .

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Gladys B. Walker
President

Witness:

Jan Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

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

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and 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, 19 84.

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Lloyd R. Walden
President

Witness:

Jan Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

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

6/12
Replaced

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 NORTHEAST FLORIDA TELEPHONE COMPANY.

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

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

Executed this 7th day of January, 1984.

Witness: Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Gladys R. Walker
President

Witness: Ann Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

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

Annex XXIX

(100)

SUPPLEMENT NO. 1
TO
ANNEX 100

REVISED ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

Effective October 1, 1993

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, to Annex 100, formerly Annex XXIX, MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES, dated January 1, 1988 between NORTHEAST FLORIDA TELEPHONE COMPANY, INC., and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell Telephone and Telegraph Company.

This Supplement is issued to reflect changes in BHMOC quantities ordered from Northeast by BellSouth and to eliminate BHMOC quantities ordered from BellSouth by Northeast as BellSouth's tariff currently includes a rate of $0.00/BHMOC.

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

I. For BellSouth payments to Northeast:

LATA	WIRE CENTER CLLI	BHMOCs TERM (MTS/WATS)	ORIG (800)	TOTAL
Jacksonville	MCLNFLXA	537	28	565
	SNSNFLXA	96	4	100
	Total	633	32	665

Executed the 4th day of November, 1993.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

Evelyn H. Holland

By Leon Cooper
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By W. Smith
Assistant Vice President

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

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and 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:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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 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.

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

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 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
	MNDRFLLW	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

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

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
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:

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

Executed the 26th day of June , 19 89.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XXVIII

(106)

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued October 12, 1992

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$ 90,598
1991 Preliminary Settlements	$113,760
Net Due BellSouth	$ 23,162

Upon the execution of this supplement BellSouth will debit the account of Northeast in the amount of $23,162 in final settlement for Private Line business for the period January 1, 1991 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 4th day of December, 1992 .

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
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 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:

	Private Line
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.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	Private Line
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 _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

IntraLATA Private Line

Meet Point Billing Option

[ ] Single Bill/Single Tariff

[X] 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

Jon Connor
Name/Title

August 24, 1990
Date

SOUTHERN BELL

C. Rodgers, Jr.
Name/Title
Operations Manage

8/27/90
Date

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:

	Private Line
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:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

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

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

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 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

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.

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.

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 , 19 89 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Northeast". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA/Intra-Market Area FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the other company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of September , 1992 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

Annex III
(109-A)

MEMORANDUM OF UNDERSTANDING
JOINT ACCESS DATA EXCHANGE

This Memorandum of Understanding outlines the agreement between BellSouth Telecommunications, Inc. a corporation under the laws of the State of Georgia, herein called "BellSouth", and Northeast Florida Telephone Company, Inc. a corporation under the laws of the State of Florida, herein called "Northeast", regarding responsibilities and liabilities for data retention and exchange for jointly provided access services.

WHEREAS, BellSouth and Northeast are engaged in the joint provisioning and coordinated billing of certain access services;

WHEREAS, the successful coordinated billing of such jointly provided services requires the recording of certain access message detail information and the sharing of billing information in accordance with industry standards;

WHEREAS, as a part of such joint provisioning and coordinated billing, BellSouth and Northeast have agreed upon the circumstances under which each company is to perform the recording functions, i.e., to be the "recording company", and the circumstances under which each company is to perform the initial billing company functions, i.e, to be the "Initial Billing Company," and/or the subsequent billing company functions, i.e., to be the "Subsequent Billing Company";

NOW THEREFORE, BellSouth and Northeast hereby agree as follows:

1. When either company acts as the recording company, it shall furnish (or cause to be furnished) to the other company access message detail information no later than sixty days after the date such information was recorded.

2. When either company acts as the Initial Billing Company, it must provide the other (the Subsequent Billing Company) such information as may reasonably be required, in accordance with industry standards, in order for the Subsequent Billing Company to provide timely monthly billing, and such information must be provided no more than ten days after the Initial Billing Company renders its bill to the access customers involved.

3. If either company becomes unable to meet the foregoing requirements, it shall notify the other company as soon as practicable after such inability becomes evident so that the other company can notify its customers in order that any revenue accruals associated with the delayed recording or billing information can be accomplished.

4. As business requirements change, data reporting requirements may be modified as necessary by the parties hereto by written modification to this memorandum of understanding, signed by both parties.

5. Where either company (the "Billing Guarantee company") has notified the other company (the "other company") that the Billing Guarantee company has a Billing Guarantee Practice under which access revenues are determined to be unbillable if not billed within the timeframes established under the guidelines of such practice, the other company shall be liable to the Billing Guarantee company for any access revenues which are unbillable under such practice and its guidelines as a result of the other company's actions or omissions (and/or as a result of the actions or omissions of the other company's agents and contractors). The Billing Guarantee company shall provide complete documentation to the other company to substantiate its claim of unbillable access revenues, and the parties shall attempt to negotiate a settlement.

6. When either company acts as the recording company, it shall retain, for a minimum period of forty-five (45) days after it has exchanged the access message detail information with the other company, such access message detail information as is sufficient to recreate any data which is lost or damaged. The recording company shall recreate and provide to the other company the lost or damaged data within forty-eight (48) hours of notification that such data has been lost or damaged, and the other company shall process the recreated data within forty-eight (48) hours of receipt of such data at its processing center.

Executed this 6th day of October, 1994.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 10
TO
ANNEX 109-A

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective January 18, 1994

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-A, INTRASTATE JOINT REVENUE DISTRIBUTION, formerly Annex III, effective January 1, 1984, between NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC..

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Multiple Tariff.

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 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.

For the purposes of this Amendment Northeast is the Initial Billing Company (IBC), BellSouth is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes...

Executed this 9th day of August , 19 94 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 9
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 NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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 when BellSouth is the Billing Company, 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 BellSouth is the IBC and Single Bill/Single Tariff when Northeast is the IBC. 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 30th day of April , 19 92 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

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

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
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:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

_____

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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 , ~~19XX~~1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between 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:

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

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 26th day of June , 19~~88~~1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	INTERLATA ACCESS
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.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

By _____
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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.

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.

By _____
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
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, 19 85.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and 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.

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, 19 85 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President & General Manager

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Replaced

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.

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:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By [signature]
President

Witness:

[signature]

SOUTHERN BELL TEL. & TEL. COMPANY

By [signature]
Assistant Vice President

EXHIBIT A

BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

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

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

I. METHOD OF COMPENSATION

A. The Independent Company will report all revenues for Intrastate Access Services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures; plus

2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less

3. The Intrastate Access portion of the interest charged construction of the Independent Company; plus

4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate Access services as the pool's achieved return on the average net book costs of property devoted to Intrastate Access services.

B. Within ten (10) working days following the close of a calendar month the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate access revenues defined herein billed by the Independent Company; less

2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

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

C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.

D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Independent Company. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

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

B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.

C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

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

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

E. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes, if the Independent Company petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.

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

III. SEPARATION STUDIES REVISIONS

A. The Independent Company shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.

B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from the date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and

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

If the Bell Company failed to meet its obligations:

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

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

IV. SYSTEM OF ACCOUNTS

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

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

V. RIGHT OF REVIEW

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

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

VI. STATE REGULATORY MATTERS

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

Executed the 7th day of January , 19 84 .

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Gladys R. Walker
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. 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 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

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 .7th day of January, 1984.

Witness:

NORTHEAST FLORIDA TELEPHONE CO., INC.

Evelyn H. Holland

By Gladys R. Watson
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Jon Barkley

By R. T. Burns
Assistant Vice President

Annex IV

(109-E)

MEMORANDUM OF UNDERSTANDING
JOINT ACCESS DATA EXCHANGE

This Memorandum of Understanding outlines the agreement between BellSouth Telecommunications, Inc. a corporation under the laws of the State of Georgia, herein called "BellSouth", and Northeast Florida Telephone Company, Inc. a corporation under the laws of the State of Florida, herein called "Northeast", regarding responsibilities and liabilities for data retention and exchange for jointly provided access services.

WHEREAS, BellSouth and Northeast are engaged in the joint provisioning and coordinated billing of certain access services;

WHEREAS, the successful coordinated billing of such jointly provided services requires the recording of certain access message detail information and the sharing of billing information in accordance with industry standards;

WHEREAS, as a part of such joint provisioning and coordinated billing, BellSouth and Northeast have agreed upon the circumstances under which each company is to perform the recording functions, i.e., to be the "recording company", and the circumstances under which each company is to perform the initial billing company functions, i.e, to be the "Initial Billing Company," and/or the subsequent billing company functions, i.e., to be the "Subsequent Billing Company";

NOW THEREFORE, BellSouth and Northeast hereby agree as follows:

1. When either company acts as the recording company, it shall furnish (or cause to be furnished) to the other company access message detail information no later than sixty days after the date such information was recorded.

2. When either company acts as the Initial Billing Company, it must provide the other (the Subsequent Billing Company) such information as may reasonably be required, in accordance with industry standards, in order for the Subsequent Billing Company to provide timely monthly billing, and such information must be provided no more than ten days after the Initial Billing Company renders its bill to the access customers involved.

3. If either company becomes unable to meet the foregoing requirements, it shall notify the other company as soon as practicable after such inability becomes evident so that the other company can notify its customers in order that any revenue accruals associated with the delayed recording or billing information can be accomplished.

4. As business requirements change, data reporting requirements may be modified as necessary by the parties hereto by written modification to this memorandum of understanding, signed by both parties.

5. Where either company (the "Billing Guarantee company") has notified the other company (the "other company") that the Billing Guarantee company has a Billing Guarantee Practice under which access revenues are determined to be unbillable if not billed within the timeframes established under the guidelines of such practice, the other company shall be liable to the Billing Guarantee company for any access revenues which are unbillable under such practice and its guidelines as a result of the other company's actions or omissions (and/or as a result of the actions or omissions of the other company's agents and contractors). The Billing Guarantee company shall provide complete documentation to the other company to substantiate its claim of unbillable access revenues, and the parties shall attempt to negotiate a settlement.

6. When either company acts as the recording company, it shall retain, for a minimum period of forty-five (45) days after it has exchanged the access message detail information with the other company, such access message detail information as is sufficient to recreate any data which is lost or damaged. The recording company shall recreate and provide to the other company the lost or damaged data within forty-eight (48) hours of notification that such data has been lost or damaged, and the other company shall process the recreated data within forty-eight (48) hours of receipt of such data at its processing center.

Executed this 6th day of October, 1994.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
ANNEX 109-E

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective January 18, 1994

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-E, INTERSTATE JOINT REVENUE DISTRIBUTION, formerly Annex IV, effective January 1, 1984, between NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC..

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Multiple Tariff.

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 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.

For the purposes of this Amendment Northeast is the Initial Billing Company (IBC), BellSouth is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes...

Executed this 9th day of August , 1994 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective May 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

This Supplement is issued to change the Special Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Single Tariff.

Section III, B of the AMENDMENT shall be changed to read:

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option 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 9th day of April , 1992 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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 when BellSouth is the billing company.

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 BellSouth is the IBC and Single Bill/Single Tariff when Northeast is the IBC. 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 interstate 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 30th day of April , 1992 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE 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 Interstate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Interstate 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 IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 18th day of December , 1990 .

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

Cynthia Adams

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and NORTHEAST FLORIDA TELEPHONE COMPANY (hereinafter "Northeast") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be 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 interstate 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 or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 26th day of June , XXXX1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX IV
INTERSTATE JOINT 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 by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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 7th day of January, 1984.

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Gladys R. Walker
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burns
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, between NORTHEAST FLORIDA 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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 7th day of January, 1984.

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Gladys R. Walker
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burgess
Assistant Vice President

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between NORTHEAST FLORIDA TELEPHONE 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Jacksonville	Macclenny Sanderson	36 46	64 54

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 7th day of January , 19 84 .

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By Gladys R. Wadsen
President

Witness:

Sue Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burns
Assistant Vice President

Annex XXIV

(110-A)

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985, between NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2nd day of March 1987.

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President & General Manager

Witness:

A. Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX

(110-E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between NORTHEAST FLORIDA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 9th day of October 19 89 .

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between NORTHEAST FLORIDA TELEPHONE COMPANY, a Corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 10th day of Sept. , 1986.

Witness:

Jack Miller

NORTHEAST FLORIDA TELEPHONE COMPANY

By Leon Cooper
President

Witness:

S. Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By J. J. Brooks
Assistant Vice President

Annex 113

EAS

ANNEX 113
EXTENDED AREA SERVICE

THIS ANNEX, effective June 21, 1992, between NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida (herein called "Northeast"), and BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia (herein called "BellSouth"), sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of Northeast and exchanges of BellSouth.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. To the extent not in conflict with applicable regulatory authority, telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not a part of this Annex. When EAS is furnished at an exchange with measured service, each call from the exchange with measured service to an extended area service point shall be considered a local call. For the purposes of this Annex, EAS may include such measured or message rate two-way extended area calling plans as agreed between the parties or as directed by applicable regulatory authority. Specifically, two-way extended calling areas between the companies as defined in local tariffs as "Local Calling Plus" by BellSouth and as "Extended Local Calling" by Northeast shall be considered EAS for the purposes of this Annex. The exchanges served by EAS under the terms hereof are listed in Exhibit A attached to and made a part hereof.

II. PHYSICAL CONNECTION

Northeast and BellSouth shall interconnect their telephone systems for the provision of EAS at points of connection listed in Exhibit C, attached to the Basic Agreement between the companies.

To the extent not in conflict with applicable regulatory authority, interexchange trunks designated for use for EAS shall not be used by either company for toll traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment (including EAS tandems) or for other local central office equipment provided or used in the interchange of EAS under this Annex. However, when a company which is not a participant in the EAS plan and provides facilities, either by switching or by direct physical assignments for the handling of traffic originated and terminated at the exchanges of the other company, that providing company will be compensated for such costs incurred. These costs will be determined on the basis of studies conducted annually or at the direction of the company providing the "through" facilities, and settlement charges implemented prospectively. BellSouth will prepare a monthly statement including a detail of settlement payments due from one party to the other calculated as herein described and such payments will be made monthly.

V. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks between the points specified in Exhibit A hereto and sufficient interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

VI. DIRECTORY SERVICES AND DIRECTORY ASSISTANCE

Each company, and its directory vendors, will abide by the rules and regulations of the Florida Public Service Commission or Florida Legislature concerning the provision of telephone white page listings to its subscribers for the Extended Service Area.

Each company or its directory vendor will provide, at its own expense, directory listings and directory assistance service to its subscribers covering all exchanges and subscribers within the Extended Service Area. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement. Directory listings will be provided by each company to the other via service orders, magnetic tapes or camera ready proofs at no charge to either company. In the event one company provides Directory Assistance to the other, the required EAS directory listings will be extracted from the Directory Assistance database solely for purposes of providing Commission mandated EAS directories to the general body of subscribers in the EAS area.

VII. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VIII. COMPENSATION

Each company will provide, by ownership or lease from the other company, the entire EAS trunk facilities between its central offices and the point(s) of connection with the connecting company as defined in Exhibit C to the Basic Agreement between the companies.

IX. TERM

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

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 17th day of February, 1994.

Witness: NORTHEAST FLORIDA TELEPHONE COMPANY

Evelyn H. Holland By _____
Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

_____ By _____
Assistant Vice President

ANNEX 113

EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective June 21, 1992

Attached to and made a part of ANNEX 113, EXTENDED AREA SERVICE, effective June 21, 1991, between NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC..

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between Northeast Exchange	and BellSouth Exchange
* Macclenny	Baldwin
* Macclenny	Jacksonville
* Macclenny	Maxville
* Sanderson	Baldwin
* Sanderson	Jacksonville
* Sanderson	Maxville

*-Message rate route

Executed this 17th day of February, 1994.

Witness:

Evelyn H. Holland

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

_____

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex X

200

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, 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 of the functions that each company will perform in jointly provisioning IntraLATA Services. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and intraLATA toll services. Northeast will from time to time be required to provide the appropriate data, forecast, operational personnel and test equipment support necessary to complete the functions of this Annex. The functions to be performed are Planning, Provisioning and Maintenance.

A. Planning - Southern Bell will conduct studies to determine growth and technological requirements for joint transmission facilities, switching systems and operator service systems to handle forecasted traffic demand in the most economical manner. Southern Bell will be responsible for overall intraLATA forecasts, to include joint local, private line, WATS, 800 and Message Telecommunications Services (MTS). Northeast will be responsible for providing appropriate growth and forecast data for its franchised service area for use in the studies. The studies to be provided are:

1. Long Range Studies used to produce optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Trunk Forecasts used in projecting demand for services required in developing long and short range studies.

B. Provisioning

1. Jointly Provided Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

   a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

   b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying Northeast of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

   c. Controlling Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Jointly Provided Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

   The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Jointly Provided Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying Northeast of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Jointly Provided Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to Northeast meet or exceed accepted industry levels; and

2. Provide Northeast the necessary technical and administrative standards required to establish and/or maintain service.

B. Northeast will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 9th day of August , 1991 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and NORTHEAST FLORIDA TELEPHONE COMPANY.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 9th day of August , 1991 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XV

(201

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, 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 of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within Northeast's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with Northeast forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 26th day of June, 1989.

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTHEAST FLORIDA TELEPHONE COMPANY.

For each of the following types of Access Services, provided jointly by the companies in the Jacksonville LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 26th day of June , 1989 .

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY

By
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex IX

(300)

Supplement No. 3
to
Annex 300 - Operator Services

Effective: July 1, 1996

This supplement, attached to and made a part of Annex 300, which became effective February 1, 1991, between NORTHEAST FLORIDA TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., authorizes BellSouth to change the operator work second rate from $.0113 to $.0175.

Billing for the new operator work second rate will commence effective July 1, 1996.

Future adjustments to the rates covered by this Annex may be made via letter with six months notification in advance of the effective date of the change.

Executed this 11th day of April, 1996.

NORTHEAST FLORIDA TELEPHONE COMPANY

Witness: Lynn Jackson

By: Leon Conner
Leon Conner

Title: Vice President & General Manager

BELLSOUTH TELECOMMUNICATIONS, INC.

Witness: Maureen S. Nichols

By: John Ebbt

Title: State AVP - Reg. & Ext. Affairs

SUPPLEMENT NO. 2
TO
ANNEX IX
OPERATOR SERVICES

Effective August 1, 1991

This Supplement, attached to and made a part of Annex IX, which became effective February 1, 1991, between NORTHEAST FLORIDA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, authorizes Southern Bell to provide OPERATOR TRANSFER SERVICE for subscribers of Northeast in obtaining interLATA service.

The following section shall be added to the Annex:

IX. OPERATOR TRANSFER SERVICE

Operator Transfer Service (OTS) provides a means for the Southern Bell operator to route an end user's call to an interLATA service provider who has subscribed to OTS when the end user requests interLATA service.

Southern Bell will deliver end users' requests for interLATA service to the interLATA service provider location in the LATA of the end user. All rates and charges as specified in the BellSouth F.C.C. No. 4 Tariff, Section 18.1.5,and the Florida Access Services Tariff, Section E.18, will apply and will be billed by Southern Bell to the interLATA service provider for each end user request for interLATA service transferred to the interLATA service provider.

Executed this 9th day of September, 1991.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IX, OPERATOR SERVICES

Effective February 1, 1991

This Supplement, attached to and made a part of Annex IX, Operator Services, effective February 1, 1991 between NORTHEAST FLORIDA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, sets forth the compensation schedule for the provision of Operator Services by Southern Bell to Northeast.

Billing by Southern Bell for all charges associated with Local Operator Assistance, as specified in Annex IX, shall commence effective February 1, 1991.

Billing by Southern Bell for all charges associated with IntraLATA Toll Operator Assistance, as specified in Annex IX, shall be phased in as follows:

50% payable beginning July 1, 1991
75% payable beginning January 1, 1993
100% payable beginning January 1, 1994

Northeast agrees, upon execution of this Supplement to withdraw from the proceedings in Docket No. 910074-TL, Petition to Resolve Dispute Concerning Proposed Changes by Southern Bell Telephone and Telegraph Company to ALLTEL Florida, Inc., Indiantown Telephone System, Inc., Northeast Florida Telephone Company, and Southland Telephone Company.

Executed this 24th day of July, 1991.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

This Annex, effective February 1, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell", and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, hereinafter called "Northeast" sets forth the basic provisions under which Southern Bell will furnish Operator Services to Northeast.

I. OPERATOR SERVICES

Southern Bell will provide Toll and Local Operator Assistance Services for exchange(s) of Northeast as specified in Exhibit A to this Annex. Operator Assistance Services are generally defined as follows:

A. Toll Operator Assistance - This service includes, but is not limited to, the use of mechanized operator systems and various support systems which may from time to time be introduced and utilized in various operating centers. Toll Operator Services include:

1. Operator Assisted Toll Completion;
2. Time and Charges;
3. Calling Card Verification;
4. Toll Operator Assistance;
5. Verification and Interruption;
6. Coin Telephone Toll Refund Requests;
7. Operator Number Identification (ONI);
8. Alternate Automated Billing Service (AABS); and
9. Automated Coin Telephone Service (ACTS)

B. Local Operator Assistance - This service includes:

1. Assisting customers requesting information as to how to complete calls;
2. Handling emergency calls of customers;
3. Verification/Interruption, including:

(a) Verifying no answer and busy conditions to public emergency numbers or to other numbers; and

(b) Interrupting busy conditions when the caller indicates a condition of extreme urgency involving danger to life or property;

4. Operator assisted local calls, including assisting customers requesting help in completing calls on a station, calling card, third number, collect, or person-to-person basis;
5. Alternative Automated Billing Services (AABS); and
6. Automated Coin Telephone Service (ACTS)

II. EQUIPMENT

Southern Bell will provide and maintain equipment at the serving office as necessary to perform the agreed upon services. Northeast will provide and maintain such equipment in its exchanges as necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operating and traffic operating procedures which are standard in the Southern Bell office.

III. RECORDS

"Northeast" will furnish to Southern Bell, in advance of the day when the exchange services work is begun, all information required by Southern Bell for establishing records necessary for furnishing the agreed upon services and will inform Southern Bell daily of any necessary changes, additions or deletions to be made in such records. Southern Bell shall not be responsible for, and Northeast shall indemnify Southern Bell against, claims arising out of or resulting from erroneous records furnished by Northeast in the provision of this service.

IV. INTEREXCHANGE CIRCUITS

A. Northeast and Southern Bell will jointly provide circuits for the interexchange of operator services traffic either in whole or in part between the Northeast exchange and Southern Bell office and will make such circuits available for use as necessary in connection with the toll and local assistance services provided under this Annex.

B. When local assistance services are provided on combined local/toll trunk groups, a local usage factor will be developed to apply to the mileage rate calculation to recover local costs as described in Section V, following.

V. BASIS OF CHARGES

Southern Bell will receive compensation from Northeast for the provision of Operator Assistance Services to Northeast subscribers through application of the following formulas:

A. LOCAL ASSISTANCE

Monthly Compensation = Local Operator Assistance Work Seconds x $.0113, plus the number of Local Mechanized Operator Assistance Calls x $.1060, plus applicable interexchange transport rates from the Point of Connection (POC) to the Wire Center structure housing the equipment where this traffic enters the Southern Bell network enroute to the Southern Bell Operator Center x the local usage factor.

The switching equipment where this traffic first enters the Southern Bell network will be either the Toll Center or the Access tandem, whichever is the first Southern Bell point of switching for a call from the Northeast exchange.

The interexchange transport charge (DS1 or PL) will be applied to the number of trunks required to handle the traffic offered to Southern Bell for Operator Assistance, and will be either those rates contained in the Southern Bell Florida Access Service Tariff (DS1) or Florida Private Line Tariff (PL), whichever results in the lower monthly charge.

The local usage factor will be calculated by dividing the local operator work seconds by the total toll and local operator work seconds.

B. TOLL ASSISTANCE

Monthly Compensation = Toll Operator Assistance Work Seconds x $.0113, plus the number of Toll Mechanized Operator Assistance Calls x $.1060.

C. Southern Bell will separately charge for additional information requested by Northeast or for services in excess of contracted operator services.

Operator Work Seconds will be provided from actual time and call type records. Should actual operator work seconds and mechanized call data be unavailable, Surrogate Billing will be computed by averaging the three most recent months actual data.

Charges are for the provision of the operator services function only, and are not to be construed to mean that Northeast leases, rents, or otherwise controls any Southern Bell facility.

VI. SELECTIVE CLASS OF CALL SCREENING

Selective Class of Call Screening Service enables a customer, by means of operator identification to restrict outgoing toll calls from station users to only those calls which are charged to the called telephone, a third number or a Credit Card account. Inasmuch as Northeast may elect to offer Selective Class of Call Screening Service to its customers, and to provide the appropriate technical and administrative support necessary to the provisioning of this service, Southern Bell will arrange for the appropriate restrictions of screened calls generated by Northeast's customers.

Southern Bell will receive monthly compensation from Northeast based on the rate included in Southern Bell's Florida General Subscriber Service Tariff, Section A7.4.5.A.1.a (3)(a) as follows:

Monthly compensation = Number of toll access lines equipped x monthly rate per line

VII. RESTRICTIONS

Northeast shall not be permitted to subcontract any service to be provided to it under this contract to a third party except in the form of services provided under tariff or service which had, as of the date of this Annex, been provided by tariff.

VIII. TERM OF ANNEX

This Annex shall become effective on the date specified for one year and will continue in force and effect thereafter, unless terminated as provided herein or upon ninety (90) days written notice with or without cause from either party to the other. Six months notification by Southern Bell is required prior to changing the Operator Work Second rate from $.0113 or the Mechanized Assisted Call rate from $.1060. The Interexchange transport rate (PL/DS1) will vary as Public Service Commission orders provide for rate changes. This Annex, or its Exhibit or Supplements, 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 24th day of July, 1991.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

EXHIBIT A
SERVING ARRANGEMENT

Effective February 1, 1991

The following Northeast Exchanges will receive Operator Assistance Services as designated below:

Northeast Company Exchange	First Southern Bell Point of Switching Office	V&H Coord.	Point of Connection V&H Coord.	Miles
Macclenny	Jacksonville (JCVLFLCL)	7642;1276	7687;1330	22
Sanderson	Jacksonville (JCVLFLCL)	7642;1276	7687;1330	22

Executed this 24th day of July, 1991

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XVI

(301)

SUPPLEMENT NO. 2
TO
ANNEX 301, NUMBER SERVICES
Effective July 26, 1994

Attached to and made a part of ANNEX 301, NUMBER SERVICES, effective July 26, 1994 between BELLSOUTH TELECOMMUNICATIONS, INC., and NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

This Supplement is issued to implement Directory Assistance Database Service (DADS).

Section I. shall be amended to include the following paragraph:

D. Directory Assistance Database Service (DADS) - This is a service whereby BellSouth will provide local exchange subscriber name, address and telephone number listings solely for the customer's expressed purpose of providing Directory Assistance type services to its end users. Northeast will participate in BellSouth's DADS service, as defined in BellSouth's Florida General Subscriber Services Tariff, Section A38. BellSouth will accordingly include Northeast's DA data with BellSouth data provided to BellSouth's DADS customers.

Section V. shall be amended to include the following paragraph:

B. Directory Assistance Database Service (DADS) - BellSouth will compensate Northeast for the use of it's data for this purpose by paying Northeast $.02 per listing provided each time the Northeast data is purchased by a BellSouth DADS customer.

Executed this 6th day of October 1994.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY, INC.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 301, NUMBER SERVICES

Effective: January 1, 1993

Attached to and made a part of ANNEX 301, formerly "ANNEX XVI", NUMBER SERVICES, effective July 15, 1991, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to reflect the increase in the compensation rate for Electronic White Page Access Service to $.03.

The first paragraph of part A of Section V of Annex 301 shall be modified to read:

> "Compensation for the inclusion of Northeast's Directory Assistance data in the Electronic White Page Service offering will be at a rate of three cents ($.03) per screen of Northeast's data accessed."

Executed this 25th day of June, 1993

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

ANNEX XVI
NUMBER SERVICES

This Annex, effective July 15, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell" and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, hereinafter called "Northeast", sets forth the basic provisions under which Southern Bell will furnish certain Number Services to Northeast.

This Annex supercedes in its entirety any previously executed Annex XVI, along with all Exhibits, Attachments and Supplements thereto.

I. NUMBER SERVICES

Number Services will be provided for exchanges specified in Exhibit A to this Annex. Number Services are generally defined as follows:

A. Directory Assistance (DA) - This service includes providing local and intrastate number service to Southern Bell or Northeast customers.

B. Electronic White Page Access Service - This service authorizes the inclusion of the DA data of Northeast with Southern Bell's data for direct access by Southern Bell customers, Interexchange Carriers and/or their customers, via a terminal. This will be an automatic interface to Directory Assistance, bypassing the operator. Non-published customer information will be excluded from the Electronic White Page data base. The Electronic White Page System will restrict access to users with designated user identification codes and passwords.

The existing service order flow updating the Directory Assistance data base will update the Electronic White Page data base. Maintenance of the Electronic White Page data base will be provided in the same manner as the existing Directory Assistance System.

II. EQUIPMENT

The company providing Number Services will provide and maintain such equipment at the serving office as is necessary to perform the agreed upon number services. The other company will provide and maintain such equipment in its exchanges as is necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operation and traffic operating procedures which are standard in the providing company's office.

III. RECORDS

The company providing Number Services will be furnished by the other company, in advance of the day when the Number Services work is begun, all information required by the providing company for establishing records necessary for furnishing the agreed upon services. The other company will inform the providing company daily of any necessary changes, additions or deletions to be made in such records. The providing company shall not be responsible for, and the other company shall indemnify the providing company against, claims arising out of or resulting from erroneous records furnished by the other company hereunder.

IV. BASIS OF CHARGES

The providing company will be paid by the other company monthly for Number Services the charges as stated in the following schedules:

A. Directory Assistance - Charges for this service will be at the rate of thirty cents ($.30) per Local Directory Assistance call originated by subscribers of the non-providing company.

B. Either company may separately charge for additional information requested by the other company or for services in excess of contracted Number Services.

V. BASIS OF COMPENSATION

A. Electronic White Page Service - Compensation for the inclusion of Northeast's Directory Assistance data in the Electronic White Page service offering will be at a rate of one cent ($.01) per screen of Northeast's data accessed.

Each month, Southern Bell will prepare and remit to Northeast statements which shall include data necessary for determining revenues and compensation associated with the Electronic White Page service offering. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statement.

VI. RESTRICTIONS

The non-providing company shall not be permitted to subcontract any service to be provided to it hereunder to a third party except in the form of services provided under tariff or a service which had, as of the date of this Annex, been provided by tariff.

VII. 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 24th day of July, 1991.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XVI - NUMBER SERVICES
EXHIBIT A
SERVING ARRANGEMENT

Effective July 15, 1991

The following exchanges will receive Number Services as designated below:

Company Providing Service	Other Company Exchange	Services Performed At Directory Assistance*
Southern Bell	Maccleny	Jacksonville
	Sanderson	Jacksonville

* Electronic White Page Access Service is provided for the same locations that utilize Directory Assistance Service.

Executed this 24th day of July, 1991.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XI
(302)

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 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, hereinafter referred to as Northeast, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Northeast may include:

a. Recording
b. Rating
c. Message Distribution
d. Message Transmission (CMDS I/STARS)
e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for Northeast.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Northeast.

4. Where Southern Bell provides recording and rating for Northeast, Southern Bell shall generate and submit sample message records for Northeast to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for Northeast, Southern Bell will generate and provide usage detail records to Northeast.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Northeast revenues for IntraLATA Intercompany Settlements (ICS) messages. Northeast will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to Northeast within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for Northeast in connection with messages not recorded and rated by Southern Bell, Northeast shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Northeast the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Northeast to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Northeast will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Northeast.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by Northeast in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Northeast shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 22nd day of May , 19 89 .

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between NORTHEAST FLORIDA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

Type of Activity		RATES INTRASTATE INTERLATA	RATES INTERSTATE INTERLATA
(1)	Message Recording, per message recorded	$ .0078	$ .00114
(2)	Message Processing (rating), per message processed	$ .0093	$ .00288
(3)	DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,		
	- per record transmitted	$ .003	$ .003
	- per record received	$ .003	$ .003
(4)	STARS, per record input to the sampling process by Southern Bell	$ .0011	$ .0011

Executed this 22nd day of May , 1989 .

WITNESS:

Jack A. Carnahan Jr.

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and NORTHEAST FLORIDA TELEPHONE COMPANY.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

	ICS Billing Charge Per Message	
1.	Calls originated and billed in Florida	$.0666
2.	Calls originated in Florida and billed in another state	$.0500

Executed this 22nd day of May , 1989 .

WITNESS:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 306

ANNEX 306

800 DATABASE SERVICE

Effective: May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the state of Georgia, herein called "BellSouth", and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the state of Florida, herein called "Northeast", sets forth the terms and conditions under which 800 Database Service will be provided by BellSouth to Northeast.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

QUERY CHARGE - The charge that BellSouth will recover from Northeast for transporting Northeast's 800 SCP queries and/or providing 800 SCP call routing responses on behalf of Northeast.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SERVICE SWITCHING POINTS (SSPs) - Features of computerized switches in the telephone network that distinguish dialed 800 calls from ordinary telephone calls, and then communicate with SCPs for information on how the 800 calls should be routed.

SIGNAL TRANSFER POINTS (STPs) - The packet switches in a common channel signaling network used to route signaling information between SCPs and other network nodes in processing an 800 call.

SECTION II
SCOPE OF ANNEX

2.01. This Annex covers the terms and conditions under which BellSouth will provide to Northeast access to the BellSouth 800 SCP for real time 800 call routing instructions.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

SECTION III
PHYSICAL CONNECTION AND COMPENSATION

3.01. BellSouth's provision of 800 Database Service to Northeast requires interconnection from Northeast's operating area to a BellSouth 800 Service Control Point (SCP). Such interconnection shall be established by mutual agreement between BellSouth and Northeast. Both the interconnection arrangement and any associated compensation shall be described in Exhibit A included in and made a part of this Annex.

3.02. A list of the specific Northeast 800 SSP equipped switches for which BellSouth will provide 800 SCP access is provided as Attachment 1 to Exhibit A.

SECTION IV
SMS ACCESS FOR REPAIR SERVICE PURPOSES

4.01. The Responsible Organization (RESP ORG) for a given 800 number is responsible for trouble acceptance, referral and/or clearance for any trouble condition for that 800 number. The name of the RESP ORG and a trouble reporting number (if provided by the RESP ORG) can be obtained by accessing the 800 SMS.

4.02. BellSouth will provide access to the 800 SMS for RESP ORG identification purposes only for those Local Exchange Companies that contract with BellSouth for Responsible Organization functions.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VI
TERM OF ANNEX

6.01. This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party six months written notice thereto, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 3rd day of June ,1993.

NORTHEAST FLORIDA TELEPHONE COMPANY

WITNESS:

By: _____
Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:
Dorothy Bennett

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306
800 DATABASE SERVICE
EXHIBIT A

PHYSICAL CONNECTION AND COMPENSATION

Effective: May 1, 1993

Attached to and made part of Annex 306, 800 Database Service, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and NORTHEAST FLORIDA TELEPHONE COMPANY.

1.01. Northeast's 800 SSP shall query the BellSouth 800 SCP for the call routing information via the SS7 network.

Northeast will install and maintain its own 800 SSP and will establish CCS7 links to a mated pair of BellSouth Local Signal Transfer Points (LSTPs) designated by BellSouth. The Northeast switch shall route the originating 800 call to its proper destination and shall ensure that its 800 SSP signaling point code will be delivered to the BellSouth 800 SCP for recording and billing purposes.

1.02. For 800 SCP queries associated with Interexchange Carrier (IC) transported 800 calls, BellSouth shall bill its approved 800 Access Service tariff SCP query rates (interstate or intrastate, whichever is appropriate, based upon the application of BellSouth Percent Interstate Usage (PIU) factors to determine the jurisdiction of the 800 call), less $.00025/query, directly to Northeast. BellSouth shall bill Northeast for query charges only for those queries for which the 800 SCP returns a Carrier Identification Code (CIC). For 800 SCP queries associated with Local Exchange Carrier (LEC) transported 800 calls, BellSouth shall recover its 800 SCP query costs via the compensation process in place for LEC-to-LEC traffic.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.03. BellSouth shall not begin billing of 800 SCP query charges to Northeast before the Federal Communications Commission's mandatory date for 800 Number Portability for interstate IC transported 800 calls, nor before the approved BellSouth Open 800 Service Florida tariffs are approved for intrastate IC transported 800 calls.

Executed this 3rd day of June ,19 93.

NORTHEAST FLORIDA TELEPHONE COMPANY

WITNESS:

By: _____
Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:
Dorothy Bennett

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306
800 DATABASE SERVICE
ATTACHMENT 1 TO EXHIBIT A

LIST OF SWITCHES

Effective: May 1, 1993

Attached to and made part of Exhibit A, effective May 1, 1993 to Annex 306, 800 Database Service between BELLSOUTH TELECOMMUNICATIONS, INC. and NORTHEAST FLORIDA TELEPHONE COMPANY. BellSouth shall provide access to the BellSouth 800 SCP for 800 call routing purposes for the following Northeast 800 SSP equipped switches:

LATA	Northeast 800 SSP Switch CLLI Code	Northeast 800 SSP Signaling Point Code
Jacksonville	MCLNFLXADSO	005-002-148

Executed this 3rd day of June, 1993.

NORTHEAST FLORIDA TELEPHONE COMPANY

WITNESS:

By: _____
Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:
Dorothy Bennett

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 304

ANNEX 307

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

This Annex, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Georgia, herein called "BellSouth", and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Florida, herein called "Northeast", sets forth the terms and conditions regarding Common Channel Signaling System 7 (CCS7) network interconnection between Northeast and BellSouth.

SECTION I
SCOPE OF ANNEX

This Annex and its Exhibits set forth the terms and conditions for the provisioning of CCS7 capabilities and services by BellSouth to Northeast for the provisioning of access, intraLATA toll and local exchange voice and data service. Specific capabilities and services shall be identified in Exhibits to this Annex.

SECTION II
DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

A-Links - A-Links are CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point.

B-Links - B-Links are CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four (quad) B-Links to interconnect two pairs of Signaling Transfer Points.

Common Channel Signaling System 7 (CCS7) - A network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Integrated Services Digital Network User Part (ISUP) - ISUP provides the Signaling System 7 application-level communications necessary for a variety of signaling services, including call set up and disconnect.

Network Identification Code (NIC) - A 24-bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identity Field, Network Cluster Field and Cluster Member Field.

Service Control Point (SCP) - A real-time data base system that contains instructions on how public switched messages are to be routed and handled by the public switched network.

Service Management System (SMS) - The main operational support and control system of all Advanced Intelligent Network Services, including 800 Data Base Service.

Service Switching Points (SSPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability to communicate with the Service Control Points (data bases) in order to obtain call handling instructions.

Signaling Link - A full duplex 56/64 Kilobit digital data circuit used to transport CCS7/SS7 signals between signaling nodes.

Signaling Points (SPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability of call setup/teardown and call routing using CCS7 technology.

Signaling System 7 (SS7) - A protocol, or set of communications procedures, used in common channel signaling for passing routing information between telecommunication switches and signaling network nodes.

Signaling Transfer Points (STPs) - The packet switches in the CCS7 network as defined by the Bellcore "Signaling Transfer Point Generic Requirements" document TR-TSY-000082 used to route SS7 signaling information between signaling network nodes for processing call setup and routing intelligence.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Transaction Capabilities Application Part (TCAP) - TCAP provides application-level functions for special Common Channel Signaling Services provided by the Stored Program Control System (SPCS). Service information exchange between the SPCS and a network database would typically be defined within TCAP.

SECTION III
PHYSICAL CONNECTION

3.01. Northeast interconnection with BellSouth for CCS7 signaling capability shall require two full duplex 56 Kilobit digital data links (A-Links) per Northeast Signaling Point or Service Switching Point, or four full duplex 56 Kilobit data links (B-Links) per Northeast Signaling Transfer Point pair. All links shall meet BellSouth's reliability and transmission specification requirements.

3.02. Each company shall be responsible for the installation and maintenance of the portion of the signaling links within its respective territory up to the Points of Connection between the companies, specified in Exhibit C to the Basic Agreement.

3.03. Message (voice or data) trunks shall be converted from Multi-frequency (MF) to SS7-capable trunks, as required, for CCS7 signaling capabilities.

3.04. All Northeast signaling nodes and links shall meet BellSouth's SS7 protocol operational compatibility assurance requirements. These may include, but are not limited to, BellSouth's Guide To Technical Publication TR-TSV-000905 (Common Channel Signaling Network Interface Specifications), TR-TSV-000954 (Common Channel Signaling Network Interface Specifications - Additional Material Supporting Alternate Billing Services (ABS)), TA-TSV-000962 (Common Channel Signaling Network Interface Specifications Supporting ISDN), TA-TAP-001004 (Operations Guidelines for Common Channel Signaling Interface Specifications), TR-NPL-000246 (Message Transfer Part (MTP)), Signaling Connection Control Part (SCCP), ISDN User Part (ISDN-UP), Transaction Capabilities Application Part (TCAP), TR-TSY-000394 (Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDN-UP)) and TR-TSY-000317 (Call Control Using The ISDN User Part). Additional specifications documents may be listed in the individual Exhibits to this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

3.05. CCS7 interconnection shall make available to Northeast call setup and data base access capabilities and services as defined in the Exhibits to this Annex and as allowed by legal and regulatory authorities.

3.06. Northeast shall not utilize its interconnection with BellSouth's CCS7 network for transport of any other company's SS7 signals, or for transport of SS7 signals from any other CCS7 network provider's CCS7 network, without written permission from BellSouth.

SECTION IV
CCS7 NETWORK IDENTIFICATION CODES

4.01. Northeast shall obtain and utilize its own Network Identification Code (NIC) for interconnection purposes when interconnecting its Signaling Points or Service Switching Points at the A-Link level, or when interconnecting its Signaling Transfer Points (or equivalent equipment) at the B-Link level. Northeast may use a BellSouth NIC only with the expressed approval by BellSouth.

4.02. If a BellSouth NIC is utilized, BellSouth will be responsible for Northeast code assignments. When Northeast obtains its own NIC, Northeast will be responsible for code assignments and will be responsible for notifying BellSouth and other CCS7 network providers of such code assignments and the services for which they will be used.

4.03. Due to the complexities and potential Northeast signaling network downtime required when changing working NICs, Northeast agrees to give BellSouth written notice of any NIC change six months prior to the effective date of the NIC change.

SECTION V
COMPENSATION

5.01. Compensation for the services and capabilities provided under this Annex are set forth in the Exhibits included in and made a part of this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

SECTION VI
AMENDMENTS AND WAIVERS

6.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both Companies.

6.02. In addition, no course of dealing or failure of either Company to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VII
TERM OF ANNEX

7.01. This Annex and its Exhibits shall remain in effect until canceled by either Company with or without cause upon giving the other Company six months written notice thereof, and shall be subject to termination liability as reflected in individual exhibits, supplements or attachments made a part of this Annex.

7.02. Cancellation of the entire Annex will include cancellation of all exhibits, supplements and attachments thereof; however such cancellation shall not negate any termination liability specified in individual exhibits, supplements or attachments.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 3rd day of June, 1993.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

EXHIBIT A
A-LINK CHARGE FOR CCS7 INTERCONNECTION

Effective May 1, 1993

Attached to and made a part of ANNEX 307, Common Channel Signaling System 7 Interconnection, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth" and NORTHEAST FLORIDA TELEPHONE COMPANY, hereinafter called "Northeast".

SECTION I
BASIS OF COMPENSATION

1.00. For each CCS7 A-Link termination on a BellSouth Local Signaling Transfer Point (LSTP) switch for the purpose of Northeast interconnection with the BellSouth CCS7 network, the following charges to Northeast shall apply:

$350 per A-Link per month.

1.01. This A-Link charge represents access to BellSouth's CCS7 network for ISUP AND TCAP capabilities only and does not preclude charges for additional features and services.

1.02. Identification of individual A-Links covered under this Exhibit shall be provided in Attachment 1 to this Exhibit.

1.03. BellSouth agrees to retain the monthly rate of $350 per A-Link for three (3) years from the execution date of this Annex unless the existing pricing structure must be altered to conform with regulatory or legal requirements, or such changes are agreed to by both parties.

1.04. In the event Northeast cancels this Exhibit, Supplements and/or Attachments made a part thereof, resulting in the disconnection of interconnecting A-Links, Northeast agrees to pay a per link termination charge equal to $5,000 minus ($5,000 multiplied by X/36), where X equals the number of months between the turn-up date and the turn-down date of the canceled links. Fractional months shall be rounded to the nearest whole month.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.04 (Con't)

For example, if 14.4 months had passed between the turn-up and turn-down date for two A-Links, the termination charge would be:

$5,000 - $5,000 x 14/36 = $5,000 - $1,944 = $3,056 per link.

Therefore, the total termination charge would be $3,056 per link x 2 links = $6,112.00.

After three (3) years from the turn-up date of a set of A-Links, any termination liability to Northeast for those links shall cease. This termination charge or portions thereof may be waived by written agreement from BellSouth.

Executed this 3rd day of June, 1993.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective May 1, 1993

Attached to and part of Exhibit A, effective May 1, 1993, to Annex 307, Common Channel Signaling System 7 Interconnection, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and NORTHEAST FLORIDA TELEPHONE COMPANY.

IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links provided subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of Northeast's Signaling Point
JCVLFLCL21W	MCLNFLXADSO
JCVLFLSM21W	MCLNFLXADSO

Executed this 3rd day of June, 1993.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 310

SUPPLEMENT NO. 2
TO
ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective October 1, 1993

Attached to and made a part of ANNEX 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and NORTHEAST FLORIDA TELEPHONE COMPANY.

This Supplement is issued to change the definition of Open 800 Service.

In Section I, Definitions, the definition of Open 800 Service shall be changed to read as follows:

> OPEN 800 SERVICE - An interstate or intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

Executed this 28th day of April, 1994.

Witness:

Kym Jackson

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 310
800 SMS RESPONSIBLE ORGANIZATION SERVICES
REVISED EXHIBIT A

COMPENSATION FOR RESP ORG SERVICES

Effective May 1, 1993

Attached to and made part of Annex 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and NORTHEAST FLORIDA TELEPHONE COMPANY. This supplement is issued to revise the basis of charges for RESP ORG services. Compensation for the RESP ORG services provided by BellSouth to Northeast will be billed by BellSouth to Northeast on a non-recurring and monthly recurring basis as follows:

- Monthly recurring charge for Northeast 800 number maintained in the 800 SMS . . . . . $ 3.00

- Non-recurring charge for Northeast 800 number entered into the 800 SMS $35.00

- Non-recurring charge for change to information associated with Northeast 800 number maintained in the 800 SMS. $35.00

There will be no charge by BellSouth for the removal of an Northeast 800 number from the 800 SMS.

Executed this 28th day of April, 1994.

Witness:

Kim Jackson

NORTHEAST FLORIDA TELEPHONE COMPANY

By Leon Conner
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Sanders
Assistant Vice President

ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the state of Georgia, herein called "BellSouth", and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Northeast" sets forth the terms and conditions under which 800 Service Management System (SMS) Responsible Organization Services will be provided by BellSouth to Northeast.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

800 SMS RESPONSIBLE ORGANIZATION (RESP ORG) - The entity that assumes the duty of managing and administering the appropriate records in the 800 Service Management System.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

NUMBER ADMINISTRATION AND SERVICE CENTER (NASC) - The organization that administers the SMS/800 system for the centralized management of 800 numbers of 800 DataBase Service.

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OPEN 800 SERVICE - An intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

OPTION 800 SERVICE - An intrastate, intraLATA 800 service requiring that the originating 800 call terminate to a destination within the same LATA in which the call originated. The same 800 number can be used for Option 800 Service in each LATA of the state.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTS (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SECTION II
SCOPE OF ANNEX

2.01. 800 SMS Responsible Organization (RESP ORG) services covered by this Annex and its Exhibits that BellSouth will perform on behalf of Northeast will include the following:

2.01.1 Provide a BellSouth Business Office contact number to Northeast to establish, change or delete a record in the 800 SMS.

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2.01.2 Provide a contact number to Northeast repair service personnel through which they can gain access to the 800 SMS to identify the RESP ORG for any given 800 number on a 24 hour a day, 7 days a week basis.

2.01.3 Access the 800 SMS for 800 number assignment of ten digit 800 number(s) (i.e., 800+NXX+XXXX) to Northeast. BellSouth will select the 800 number(s) to be assigned unless Northeast requests a specific 800 number(s). If the requested number(s) is available, BellSouth will make a reasonable effort to obtain the number(s) in accordance with the Ten Digit 800 Service Number Administration Guidelines and according to the rules and regulations of the approved NASC tariff. Specific 800 number requests are honored by the NASC on a first-come-first-served basis at the time the reservation is received by the 800 SMS.

2.01.4 Reserve 800 numbers at the request of Northeast. 800 numbers may be reserved for a maximum of 60 calendar days. If service is not activated on the reserved 800 number in 60 days, the 800 number status will transition from "reserved" to "spare".

2.01.5 Access the 800 SMS to create, disconnect or change an 800 Service record for call routing purposes based upon the information provided by Northeast and according to the rules and regulations of the approved NASC tariff.

2.01.6 Access the 800 SMS to change the RESP ORG for a specific 800 number at the request of Northeast and according to the rules and regulations of the approved NASC tariff.

2.01.7 Provide and maintain a BellSouth trouble reporting contact number in the 800 SMS for trouble referrals.

2.01.8 Accept trouble reports from 800 subscribers, casual end users or other parties receiving trouble reports on 800 DataBase service for which BellSouth is the RESP ORG.

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2.01.9 Work with the 800 Number Administration and Service Center (NASC) administrator to obtain and maintain SMS access.

2.01.10 Resolve any errors in the SMS entry/SCP download process with the NASC when necessary.

2.02. BellSouth will provide the above described RESP ORG services only for 800 services sold by Northeast from Northeast's intrastate Open and/or Option 800 service tariffs.

SECTION III
RESPONSIBILITIES OF NORTHEAST

3.01. For all 800 troubles originating in Northeast's territory, Northeast shall first determine whether or not the trouble is in its equipment or facilities. If not, then Northeast shall determine the RESP ORG of the 800 number involved, and refer the trouble condition to that RESP ORG. If BellSouth is the RESP ORG, then Northeast shall refer the trouble to the 800 service trouble reporting number provided by BellSouth.

3.02. Northeast shall place an order for Option or Open 800 Service, furnishing the following information, to the BellSouth Business Office contact number provided by BellSouth:

3.02.1 <u>For Option 800 Service:</u>

- o LEC Company Name.
- o Specific 800 Number Requested If Any.
- o Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- o The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- o Customer Name and Contact Number.
- o Customer Mailing Address.
- o Customer Billing Address if different than the mailing address.
- o Northeast Service Representative's Name and Number.
- o Service Due Date.

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- o Area Of Service - The LATA number of the LATA(s) in which the service will be provided. If more than one LATA is designated, the Variable Call Destination feature will have to be requested.

3.02.2 For Open 800 Service:

- o LEC Company Name.
- o Specific 800 Number Requested If Any.
- o Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- o The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- o The Name and Carrier Identification Code (CIC) of the Interexchange Carrier to transport the intrastate, interLATA 800 calls.
- o Customer Name and Contact Number.
- o Customer Mailing Address.
- o Customer Billing Address if different than the mailing address.
- o Northeast Service Representative's Name and Number.
- o Service Due Date.

Since the area of service for Open 800 Service is state wide, Northeast shall use the same Interexchange Carriers for the interLATA 800 traffic transport as are participating in BellSouth's Open 800 Service.

3.03. If for a specific 800 number(s), Northeast elects to change the RESP ORG from BellSouth to another RESP ORG entity, Northeast is responsible for the following:

3.03.1 Calling the BellSouth Business Office contact number and placing a disconnect order, furnishing the following information:

- o The 800 number(s) involved.
- o The date and time of the RESP ORG transfer.
- o The identity code of the new RESP ORG.

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3.03.2 Providing the new RESP ORG with all appropriate information for transferring the RESP ORG responsibilities for the specific 800 number(s), including the date and time of the RESP ORG transfer.

3.04. If for a specific Open 800 Service number(s), Northeast's subscriber elects to change the transporting Interexchange Carrier for the interLATA 800 traffic, Northeast is responsible for ensuring that all involved service providers (both the existing and new providers) are informed of the changes, dates and times.

SECTION IV
COMPENSATION

4.01. Compensation for the provision of RESP ORG services by BellSouth to Northeast is described in Exhibit A attached to and made a part of this Annex.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

SECTION VI
TERM OF ANNEX

6.01. This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party one month written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 3rd day of June, 1993.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 310
800 SMS RESPONSIBLE ORGANIZATION SERVICES
EXHIBIT A

COMPENSATION FOR RESP ORG SERVICES

Effective May 1, 1993

Attached to and made part of Annex 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and NORTHEAST FLORIDA TELEPHONE COMPANY. Compensation for the RESP ORG services rendered by BellSouth to Northeast will be billed by BellSouth to Northeast on a non-recurring and monthly recurring basis as follows:

For Option 800 Service:

Variable Call Destination:	Non-recurring Charge	Monthly Rate
- Per 800 record established	$10.00	$2.00
- Per 800 record changed	$15.00	N/A
Business:		
- Per first 800 record creation, per LATA	$55.00	$3.00
- Per each additional record created at the same time, per LATA	$20.00	$3.00
- Per 800 number record changed	$15.00	N/A
Residence:		
- Per first 800 record creation, per LATA	$25.00	$3.00
- Per each additional 800 record created at the same time, per LATA	$15.00	$3.00
- Per 800 number record changed	$15.00	N/A

For Open 800 Service:

Business:	Non-recurring Charge	Monthly Rate
- Per first 800 record creation	$55.00	$3.00
- Per each additional record created at the same time	$20.00	$3.00
- Per 800 number record changed	$15.00	N/A

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	Non-recurring Charge	Monthly Rate
Residence:		
- Per first 800 record creation	$35.00	$3.00
- Per each additional 800 record created at the same time	$15.00	$3.00
- Per 800 number record changed	$15.00	N/A

Executed this 3rd day of June ,19 93 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and NORTHEAST FLORIDA TELEPHONE COMPANY, a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 3rd day of June, 19 93.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Wide Area Paging

WIDE AREA PAGING AGREEMENT

THIS AGREEMENT is entered into by and among Southern Bell Telephone and Telegraph Company, a New York corporation ("Southern Bell"), Camden Telephone and Telegraph Company, Inc., a Georgia corporation ("Camden") and Northeast Florida Telephone Company, Inc., a Florida corporation ("Northeast Florida").

WHEREAS, Southern Bell is prosecuting before the Federal Communications Commission (FCC) an application for authorization to construct and operate a new paging facility on 158.10 MHz at Jacksonville, Florida (File No. 24702-CD-P-1-82);

WHEREAS, Camden presently holds Special Temporary Authority from the FCC to continue to operate its existing paging facility on 158.10 MHz near Kingsland, Georgia, and is prosecuting before the FCC an application for authorization to operate such facility (File No. 20544-CD-P-1-83);

WHEREAS, Northeast Florida presently holds Special Temporary Authority from the FCC to continue to operate its existing paging facility on 158.10 MHz near Macclenny, Florida, and is prosecuting before the FCC an application for authorization to operate such facility (File No. 20301-CD-P-1-83);

WHEREAS, the referenced Southern Bell, Camden and Northeast Florida applications are electrically mutually exclusive (see: FCC Report #164, March 23, 1983); and

WHEREAS, the public interest would be best served if the referenced applications of all three parties could be granted without comparative hearings and if the facilities proposed therein could be operated on a shared basis in order to enable the provision of extended zone paging services on 158.10 MHz in northeast Florida and southeast Georgia.

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements of the parties hereafter set forth, the parties hereby agree as follows:

1. Shared Use of Facilities.

(A) The parties each agree that all three referenced applications should be granted by the FCC, subject to the condition that all three facilities be operated on a shared basis to provide both home zone and extended zone paging services.

(B) Each party will be the sole licensee of the facility for which it is seeking authorization from the FCC. Each licensee will exercise full ownership and control over its authorized facility subject only to the conditions and restrictions expressly set forth in this Agreement.

2. Definitions of "Home Zone" and "Extended Zone" Paging Services.

(A) The term "home zone paging services," as employed in this Agreement, refers to paging services provided by a party to its own customers by means of the antennas and transmitting equipment which are part of the facilities proposed in its own referenced application.

(B) The term "extended zone paging services," as employed in this Agreement, refers to paging services provided by a party to its own customers by means of antennas and transmitting equipment which are part of the facilities proposed in the referenced applications of one or both of the other parties.

3. Types of Paging Service to be Provided.

(A) Southern Bell will offer tone and voice paging service, tone alert paging service and digital display paging service to the public within the home zone of its proposed facilities and, to the extent allowed by law, on an extended zone basis, within the home zones of the proposed Camden and Northeast Florida facilities.

(B) Camden will continue to provide tone and voice paging service to the public within the home zone of its proposed facilities and will now offer this service, on an extended zone basis, within the home zones of the proposed Southern Bell and Northeast Florida facilities. Tone alert

paging service and digital display paging service may also be offered by Camden within its home zone and on an extended zone basis.

(C) Northeast Florida will continue to provide tone and voice paging service to the public within the home zone of its proposed facilities and will now offer these services, on an extended zone basis, within the home zones of the proposed Southern Bell and Camden facilities. Digital display paging service may also be offered by Northeast Florida within its home zone and on an extended zone basis.

(D) Should developing technology permit the addition of new or improved paging services during the term of this Agreement, such services may be offered by one or more of the parties if they are compatible with existing system equipment. In the event that the addition of new or improved paging services requires the modification of existing system equipment or the purchase of new system equipment, the prior written approval of all parties must be obtained. Such approval may not be unreasonably withheld, particularly if the party or parties proposing to add the new or improved service agree to absorb all additional costs and if existing services will not be degraded.

4. Control Terminal.

(A) Southern Bell will purchase, install and maintain the master control terminal for the shared facilities.

(B) In order to prevent interference, this master control terminal (which will be located on Southern Bell premises in Jacksonville, Florida) will control the operation of all three facilities proposed in the referenced applications. This equipment will cause pages to be transmitted on behalf of the customers of the parties on a batch mode basis.

5. Base Station Equipment.

(A) Southern Bell shall reimburse Camden for the two thousand six hundred dollars ($2,600.00) in expenditures which have already been incurred to purchase the retrofit kit necessary to modify Camden's existing paging transmitter near Kingsland, Georgia, for binary output.

(B) Southern Bell shall pay all costs which shall be incurred in connection with the modification of existing equipment and/or the purchase of new equipment necessary to render the existing facilities of Camden and Northeast Florida compatible with and part of the shared system. These costs shall include the cost of all engineering, installation and testing required to make the Camden and Northeast Florida facilities compatible with the master control terminal for the transmission of extended zone tone and voice pages in a sequential operation; and for the transmission of extended zone tone alert and digital display pages in a simulcast operation. Details of the equipment to

be purchased, the work to be performed and related costs shall be discussed with and approved by a designated Southern Bell radio engineer prior to the incurrence of expenses.

6. Landline Interconnection.

(A) Transmit-control and signalling channels shall be constructed between the master control terminal in Jacksonville and the transmitting facilities of each party. Each party will be responsible for the paying of the cost and maintenance of that portion of each channel termination located within its certificated area. Each company will provide its own local alarm channel as required.

(B) One or more direct-inward-dial ("DID") channels are required between the central office serving paging numbers in each home zone and the master control terminal. The cost of these channels shall be handled in the same manner as the transmit-control and signalling channels.

7. Alignments, Adjustments & Repairs.

(A) The initial alignment required for frequency sharing and control terminal compatibility of the entire shared system, including the facilities and equipment of Camden and Northeast Florida, shall be paid by Southern Bell. Any subsequent alignment or adjustments deemed necessary for system balance or compatibility shall be coordinated with and paid by Southern Bell.

(B) Each party shall be responsible for the ordinary repair, maintenance, and local alignment of the transmitters, antennas, and control terminals which it owns.

8. Changes to Initial System.

(A) Changes to the initial shared system (i.e., addition of transmitters or antennas within existing home zones or relocation of initial antenna locations) shall not be made without first obtaining the written approval of Southern Bell, Camden and Northeast Florida. Each party shall obtain the approval of the FCC and the state regulatory commissions, if necessary, for its own changes.

(B) Nothing in this Agreement shall be construed to prevent Camden from constructing and/or operating its proposed paging facilities on 158.10 MHz near Brunswick and Blackshear, Georgia (File No. 24037-CD-P-2-83), provided that it obtain all required FCC and/or state authorizations. Likewise, nothing in this Agreement shall be construed as an agreement or consent of the other parties that Camden may apply for such authorizations nor shall this Agreement, in any way, be construed to preclude objections by any party to such an application.

9. Initial Cap Levels.

(A) Because tone and voice paging service requires relatively significant amounts of airtime, it shall be initially agreed by the parties that a maximum of 360 units

will be served on the shared system. Camden, Northeast Florida and Southern Bell are each allotted 120 tone and voice numbers on the shared system. This cap level shall be reviewed at the end of twelve months of operation and the parties may, by unanimous decision, adjust the cap based upon traffic data collected during that period of time. Regardless of the cap number, each party shall be allotted a one-third share of the total number.

(B) It is understood by the parties that the initial shared system is estimated to have the capacity to serve approximately 15,000 paging units. Over and above the tone and voice customer limits specified in paragraph A above, the parties will be permitted, initially, to provide tone alert, digital display and other paging services to the following maximum numbers of units:

(i) Southern Bell - 9,000 units

(ii) Camden - 1,750 units

(iii) Northeast Florida - 1,750 units

At the time that any party serves 80% or more of its cap limit, all parties will promptly commence negotiations for the allocation of the initial reserve of 2,140 numbers and any further capacity which traffic data indicate to be available on the shared system.

10. Order Entry.

(A) Paging telephone numbers may be added or removed from the control terminal via a remote CRT terminal.

(B) The cost of such equipment and associated facilities shall be the responsibilty of the party desiring this equipment.

(C) Orders may also be entered into the system by the parties' (no Agents) telephoning the information to the Southern Bell attendant at the terminal location in Jacksonville. No charge shall be assessed by Southern Bell for receiving orders in this manner. If this method is chosen, a follow-up form confirming each action must be sent to the control attendant within five working days after each entry. Southern Bell may establish a reasonable charge for such service in the case where such orders are requested for input by Agents of the parties.

11. Billing and Collecting - Charges for Home Zone Services.

(A) Camden and Northeast Florida will continue to bill, collect from their customers and retain those revenues collected for home zone paging services provided by them to their customers.

(B) A Beeper Company, Inc., agent of Southern Bell, shall bill and collect from Southern Bell customers for home zone paging services provided by Southern Bell to its customers. These revenues shall be retained by Southern Bell subject to Southern Bell's Agent Agreement.

12. Billing and Collecting - Charges for Extended Zone Services.

(A) Revenues for extended zone paging services shall be billed and collected by the party providing home zone paging services to such customers. The party providing home zone service shall retain 70% of the billed revenue for extended zone service and shall render the remaining 30% of such revenues on a monthly basis to the party or parties providing the extended zone paging services, along with an accounting summation.

(B) Certain areas for which Southern Bell holds Florida state certification to provide wireline telehone service may lie beyond the reliable transmission boundaries of Southern Bell's proposed Jacksonville paging facilities (i.e., outside of Southern Bell's home zone). However, Southern Bell paging customers within such areas may be situated so as to be able to receive home zone paging services from Camden and/or Northeast Florida. To the extent Southern Bell may legally provide such service, where Southern Bell paging customers within such areas request home zone paging services from Southern Bell which must in fact be provided by the transmission facilities of Camden or Northeast Florida, Southern Bell shall pay 30% of the home zone paging service billed revenues from each such customer to the party or parties actually providing the home zone paging services.

13. Tariff.

Each party to this Agreement shall be responsible for filing, updating and maintaining its own tariff.

14. Traffic Data.

Traffic data reasonably required will be recorded and stored by Southern Bell in Jacksonville. Traffic data shall be available to each party upon reasonable request.

15. Regulatory Matters.

Each party to this Agreement shall obtain from the FCC a license to operate a paging system using the 158.10 MHz frequency. This Agreement only sets forth conditions that allow joint use of that frequency on a shared basis and it is not intended that any one party should obtain a license that controls all home zones under this Agreement.

16. Waiver and Remedies.

No delay on the part of Southern Bell, Camden or Northeast Telephone in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof, or the exercise of any right, power or privilege. The rights herein provided are cumulative and are not exclusive of any other rights of the parties.

17. Contingency.

The parties hereto shall not be held responsible for any delay in performance or failure to perform under this Agreement caused by fires, embargoes, government requirements, civil or military authorities, acts of God or of the public enemy, statutes, regulations, court orders or other causes beyond its control and not caused or contributed by the fault or negligence of the parties.

18. Indemnification.

Each party (Indemnitor) to this Agreement shall indemnify and hold harmless the other two parties (collectively the Indemnitees) to this Agreement and their directors, officers, employees and agents from and against any loss, costs, damages, claims, expenses (including attorneys' fees) or liabilities by reason of injury to or death or disease of any person or damage to or destriction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performances of the services contemplated by this Agreement which is caused in whole or in part by any act, omission, default or negligence of that party (Indemnitor) or its employees, agents or subcontractors, or (ii) the failure of that party (Indemnitor) to comply with any of the terms and conditions herein or to conform to statutes ordinances, or other regulations or requirements of any

governmental authority in connection with the performance of the services provided for in this Agreement.

19. Assignment.

Each of the parties to this Agreement may assign this Agreement with the written consent of the other parties. Such assignment shall be subject to the approval of the FCC. The written consent required herein shall not be unreasonably withheld.

20. Agreement Effectiveness.

The Agreement shall be signed by all three parties and shall become effective contingent upon approval by the FCC and upon approval by the FCC of the referenced applications being prosecuted by each party for authorization to operate a paging service using the 158.10 MHz frequency at the specified locations. Any modification to this Agreement requires the written consent of all the parties hereto and shall also be subject to approval by the FCC and the Rural Electrification Administration, where applicable.

21. Entire Agreement.

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof.

22. Counterparts.

This Agreement may be executed in counterparts by the parties. A copy of the Agreement together with executed

signature pages from each party shall be deemed an original and complete executed Agreement, and shall be deemed effective the date signed by the last signing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in counterparts.

CAMDEN TELEPHONE COMPANY

By:_____

Title:_____

Date:_____

NORTHEAST FLORIDA TELEPHONE COMPANY

By:_____

Title:_____

Date:_____

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By: R. T. Burns

Title: Assistant Vice President

Date: 10-01-83

signature pages from each party shall be deemed an original and complete executed Agreement, and shall be deemed effective the date signed by the last signing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in counterparts.

CAMDEN TELEPHONE COMPANY

By:_____

Title:_____

Date:_____

NORTHEAST FLORIDA TELEPHONE COMPANY

By: Leon Conner

Title: Vice President & General Manager

Date: September 28, 1983

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By:_____

Title:_____

Date:_____

signature pages from each party shall be deemed an original and complete executed Agreement, and shall be deemed effective the date signed by the last signing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in counterparts.

CAMDEN TELEPHONE COMPANY

By: [signature]

Title: Pres.

Date: 9-28-83

NORTHEAST FLORIDA TELEPHONE COMPANY

By: _____

Title: _____

Date: _____

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By: _____

Title: _____

Date: _____

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DECLASSIFIED

(Part 8 of 12)

DOCUMENT NUMBER-DATE
09064 SEP 10 5
FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 10
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 31, 1995

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

This Supplement is issued to recognize the cancellation of Annex 106, 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 No.		
100	-	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	-	IntraLATA/Intra-Market Foreign Exchange Service
109-A	-	Intrastate Joint Access Revenue Distribution
109-E	-	Interstate Joint Access Revenue Distribution
110-A	-	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	-	Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	-	Extended Area Service
200	-	IntraLATA Joint Provisioning
201	-	Access Service Provisioning

302 - Accounting Services

503 - Customer Information Exchange

Executed the 31st day of October , 1995 .

Witness:

QUINCY TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective: June 3, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and QUINCY TELEPHONE COMPANY.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service

200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
302	XI	- Accounting Services
503		- Customer Information Exchange

Executed the 3rd day of June , 19 93 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and QUINCY TELEPHONE COMPANY.

This Supplement is issued to update and renumber the Annex Table of Contents and to reflect cancellation of Annex VIII, and is made effective upon execution.

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

Annex No.	Formerly:	
100	XXIX	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	Intrastate Joint Access Revenue Distribution
109-E	IV	Interstate Joint Access Revenue Distribution
110-A	XXIV	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	V	Extended Area Service
200	X	IntraLATA Joint Provisioning
201	XV	Access Service Provisioning

302 XI Accounting Services

Executed the 29th day of April, 1993.

Witness:

Fred Parker

QUINCY TELEPHONE CO.

By David V. Gregory
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Garrett
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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Effective: February 24, 1989

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 XVII, 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 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 24th day of February , 1989 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By Lila D. Carlin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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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 , 19 88 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. L. Corlis
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
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.

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 12th day of October 1988 .

WITNESS:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. L. Carlin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
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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:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By Lila D. Carlin
President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By Jack T. Lightsey
Assistant Vice President

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: Helen M Porter

QUINCY TELEPHONE COMPANY

By Lila Q. Corbin
President

Witness: J M Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By James T Lichtenberger
Assistant Vice President

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

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:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT
REVISED
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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

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 - FGA

Executed the 31st day of March, 19 86 .

Witness:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By Lila D. Carlini
President

Witness:

Sm Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By 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.

henever an Annex to this Agreement specifically defines mance 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 explicity 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.~~ 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.

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.

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.

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 ll be construed as a waiver of such provision or any other s under this Agreement or any of its Annexes. If one party 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 8th day of May, 1984.

Witness:

QUINCY TELEPHONE COMPANY

Donald V Brown

By Lila L. Carlin
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

E. O. Alley

By R. T. Burns
Assistant Vice President

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:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

Quincy Fla

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.

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 aginst 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, 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:

Donald R Brown

QUINCY TELEPHONE COMPANY

By Lila L. Carlin
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By R T Burns
Assistant Vice President

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and 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	"
[illegible]a*	Quincy	Panama City	7869; 1766	"

[illegible]nge of Southern Bell Telephone and Telegraph Company

Executed this 8TH day of MAY, 1984.

Witness:

Donald R Brown

QUINCY TELEPHONE COMPANY

By Lila A. Carlin
President

Witness:

E. A. Colley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burns
Assistant Vice President

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:

Traffic Originating At	Traffic Terminating At	Function Performed
Quincy	All Points	All Traffic Recording, Identification, and Operator Functions.
Greensboro	"	"
Gretna	"	"
Havana*	"	All Traffic Recording and Operator Functions.

*nge of Southern Bell Telephone and Telegraph Company

ecuted this 8th day of May, 1984.

Witness:

Donald C Brown

QUINCY TELEPHONE COMPANY

By Lila A. Carlin
President

Witness:

B. H. Alley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R T Burn
Assistant Vice President

Annex XXIX

(100)

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:

		BHMOC's		
LATA	WIRE CENTER CLLI	TERM (MTS/WATS)	ORIG (800)	TOTAL
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

II. For Southern Bell payments to Quincy:

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

Executed the 6th day of August , 1990 .

Witness:

Dianne L. Watson

QUINCY TELEPHONE COMPANY

By Lila D. Carlin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. M. Robbins Jr.
Assistant Vice President
for

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.

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 December , 1989 .

Witness:

Fred L. Parker

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

Dorothy P Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

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.

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:

Fred L. Parker

QUINCY TELEPHONE COMPANY

By Lila L. Carlin
President

Witness:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. E. Rickey Jr
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:

Fred L. Parker

QUINCY TELEPHONE COMPANY

By Lita P. Carlisi
President

Witness:

Dorothy P Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
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 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

Sending Company	%	of
Centel	73	Intertoll Trunking
St. Joseph	70	Intertoll Trunking

Executed the 5th day of December , 1989.

Witness:

Fred I Parker

QUINCY TELEPHONE COMPANY

By Lila D. Carlisi
President

Witness:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President
for

Annex XXVIII

(106)

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 19, 1992

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$95,636
1991 Preliminary Settlements	$73,430
Net Due Quincy	$22,206

Upon the execution of this supplement BellSouth will credit the account of Quincy in the amount of $22,206 in final settlement for Private Line business for the period January 1, 1991 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 30th day of September, 1992.

Witness: QUINCY TELEPHONE COMPANY

Fred F. Parker — By Daniel V. Gregory, Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett — By W C Gantt, 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:

	Private Line
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

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Issued August 22, 1990

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between 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:

	Private Line
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 D. Corbin
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By [illegible]
Assistant Vice President

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.

Quincy Telephone Company
Company

Lola W. Corbin President
Name/Title

8/2/90
Date

SOUTHERN BELL

[signature] Rodgers, F
Name/Title
Operations Manager

8/27/90
Date

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:

	Private Line
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 K Watson

QUINCY TELEPHONE COMPANY

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. L. Corbin
President

Witness:

Dorothy Bennett

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 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

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.

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.

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 , 1988 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. L. Corbin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and QUINCY TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called "Quincy". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of September , 1992 .

Witness: QUINCY TELEPHONE COMPANY

Fred Parker By Daniel V. Crozon
Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garr
Assistant Vice President

Annex III

(109A)

SUPPLEMENT NO. 9
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

REVISED AMENDMENT

Effective July 25, 1992

This Supplement is issued to reflect a change in Billing Option arrangements. It supersedes and cancels in entirety the Amendment which became effective January 1, 1988 along with all Attachments and Supplements thereto.

In order to implement meet point billing for Intrastate Access Services, BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company" (hereinafter "BellSouth") 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, Special Access 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:

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", which 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 B, Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

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

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

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

B. Special Access

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

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

IV. PROVISIONING

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

V. COLLECTION PRACTICES AND LEGAL RECOURSE

In the event an access customer fails to pay the Billing Company the entire amount billed where a Single Bill Option is used, it shall be the duty and responsibility of the Billing Company to take whatever steps are necessary to collect the unpaid amounts(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 1st day of June 1992 .

Witness:

QUINCY TELEPHONE COMPANY

By Daniel V. Gregory
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By
Assistant Vice President

ANNEX III, SUPPLEMENT 9
ATTACHMENT 1
TO
REVISED AMENDMENT

MEET POINT BILLING REVENUE DISTRIBUTION

Effective July 25, 1992

Attached to and made a part of the AMENDMENT to Annex III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated July 25, 1992 between QUINCY TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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:

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

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

B. Special Access

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 1st day of June , 1992 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By David V. Gregory
Vice President

Witness:

Cynthia Allen

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Sanoff
Assistant Vice President

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between 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:

Fred L. Parker

QUINCY TELEPHONE COMPANY

By Lila D. Corbin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. Gilbert T
Assistant Vice President

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.

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:

Fred Parker

QUINCY TELEPHONE COMPANY

By Lila R. Cochran
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. M. Bridges Jr
Assistant Vice President
for

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

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.

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:

Fred Parker

QUINCY TELEPHONE COMPANY

By Lila D. Codin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between 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:

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

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 24th day of February , 1989.

Witness:

Ford Parker

QUINCY TELEPHONE COMPANY

By Lola D. Carlin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

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:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By Lula D. Carlin
President

WITNESS:

J M Barkley

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By J J Brown
Assistant Vice President

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:

	INTERLATA ACCESS
1984 Study Costs	$1,247,300
1984 Preliminary Settlements	$1,385,173
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. Cadwell
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

J. M. Barkley

By J. Brooks
Assistant Vice President

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:

	INTERLATA ACCESS
1984 Study Costs	$1,247,300
1984 Preliminary Settlements	$1,775,174
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:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By Lila D. Corbin
President

WITNESS:

S. Barkley

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By J. Bowman
Assistant Vice President

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 23rd day of December, 19 85.

Witness:

QUINCY TELEPHONE COMPANY

Suzanne Garfoot

By Donald R Brown
~~President~~ Chm.

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Sm Barkley

By J H Brooks
Assistant Vice President

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

Attached to and made a part of the INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective July 1, 1985, between 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 23rd day of December, 1985.

Witness:

QUINCY TELEPHONE COMPANY

Suzanne Darfoot

By Donald Brown
~~President~~ Chm.

Witness:

SOUTHERN BELL TEL. & TEL. CO.

Jan Barkley

By J J Broom
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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
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 Barfoot By Donald L Brown
~~President~~ Chm.

Witness: SOUTHERN BELL TEL. & TEL. CO.

Ann Barkley By J. F. Brown
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and 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.

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, 19 85 .

Witness:

QUINCY TELEPHONE COMPANY

By Donald R Brown
President ~~Chm.~~

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By J H Broom
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 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.

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 N Brown

By Lila L. Carlin
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

E. H. Alley

By R. J. Burns
Assistant Vice President

Approved by Legal

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.

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) 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

By Lila D. Carlin
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burns
Assistant Vice President

Annex IV
(109E)

SUPPLEMENT NO. 4
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

REVISED AMENDMENT

Effective July 25, 1992

This Supplement is issued to reflect a change in Billing Option arrangements. It supersedes and cancels in entirety the Amendment which became effective January 1, 1988 along with all Attachments and Supplements thereto.

In order to implement meet point billing for Interstate Access Services, BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company" (hereinafter "BellSouth") and QUINCY TELEPHONE COMPANY (hereinafter "Quincy") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing an access customer for the above specified jointly provided access services. This previously existing method of billing, known as "end office billing", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group B, Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

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

The Initial Billing Company (IBC), shall compensate the Subsequent Billing Company (SBC), for services and facilities provided by the SBC at the SBC's interstate 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 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 or remitting payment to the SBC are those filed in the NECA tariff F.C.C No. 4.

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.

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 amounts(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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment of the above described F.C.C. order are null and void.

Executed this 1st day of June 1992 .

Witness:

QUINCY TELEPHONE COMPANY

By Daniel V. Gregory
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Sandoff
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE 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 Interstate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Interstate 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 IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 3rd day of July , 1990 .

Witness:

Fred L. Parker

QUINCY TELEPHONE COMPANY

By Leta Q. Cadieux
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and QUINCY TELEPHONE COMPANY (hereinafter "Quincy") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be 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 interstate 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 or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 24th day of February, 1989.

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By Lila A. Carlin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 1
TO ANNEX IV
REVISED ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between QUINCY TELEPHONE 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Quincy	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 12th day of June, 19 85.

Witness:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

_____

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Fla

ANNEX IV
INTERSTATE JOINT 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 by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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.

Annex E
Interstate Joint Use

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 8th day of May, 1984.

Witness:

Donald R Brown

QUINCY TELEPHONE COMPANY

By Lila L. Carlin
President

Witness:

E. D. Alley

SOUTHERN BELL TEL. & TEL. COMPANY

By R T Burns
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, 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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 8th day of May, 19 84.

Witness:

Donald N Brown

QUINCY TELEPHONE COMPANY

By Lisa L. Carlin
President

Witness:

S. H. Alley

SOUTHERN BELL TEL. & TEL. COMPANY

By R T Burns
Assistant Vice President

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between QUINCY TELEPHONE 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Quincy	Havana	Does not apply (See Annex XII, Facility Lease)	

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 8th day of May, 1984.

Witness:

Donald R Brown

QUINCY TELEPHONE COMPANY

By Lila L. Carlin
President

Witness:

A. L. Alley

SOUTHERN BELL TEL. & TEL. COMPANY

By R J Burns
Assistant Vice President

Annex XXIV

(110-A)

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985, between QUINCY TELEPHONE COMPANY, a corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 8th day of May 1987.

Witness:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX

(110-E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between QUINCY TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 13th day of September 1989 .

WITNESS:

Dianne K. Watson

QUINCY TELEPHONE COMPANY

By Lila D. Corbin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President
for

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between QUINCY TELEPHONE COMPANY, a Corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 29TH day of August, 1986.

Witness:

Helen M. Porter

QUINCY TELEPHONE COMPANY

By Lila D. Carlin
President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By J. P. Brooks
Assistant Vice President

Annex V

(113)

ANNEX V
EXTENDED AREA SERVICE

THIS ANNEX, effective August 1, 1990, between QUINCY TELEPHONE COMPANY, a corporation under the laws of the State of Florida (herein called "Quincy"), and SOUTHERN BELL TELEPHONE COMPANY AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia (herein called "Southern Bell"), sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of Quincy and exchanges of Southern Bell.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. To the extent not in conflict with applicable regulatory authority, telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not a part of this Annex. When EAS is furnished at an exchange with measured service, each call from the exchange with measured service to an extended area service point shall be considered a local call. The exchanges served by EAS under the terms hereof are listed in Exhibit A attached to and made a part hereof.

II. PHYSICAL CONNECTION

Quincy and Southern Bell shall interconnect their telephone systems for the provision of EAS at points of connection listed in Exhibit C, attached to the Basic Agreement between the companies.

To the extent not in conflict with applicable regulatory authority, interexchange trunks designated for use for EAS shall not be used by either company for toll traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment (including EAS tandems) or for other local central office equipment provided or used in the interchange of EAS under this Annex.

V. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks between the points specified in Exhibit A hereto and sufficient interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

VI. DIRECTORY SERVICES AND DIRECTORY ASSISTANCE

Each company, and its directory vendors, will abide by the rules and regulations of the Florida Public Service Commission or Florida Legislature concerning the provision of telephone white page listings to its subscribers for the Extended Service Area.

Each company or its directory vendor will provide, at its own expense, directory listings and directory assistance service to its subscribers covering all exchanges and subscribers within the Extended Service Area. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement. Directory listings will be provided by each company to the other via service orders, magnetic tapes or camera ready proofs at no charge to either company. In the event one company provides Directory Assistance to the other, the required EAS directory listing will be extracted from the Directory Assistance database solely for purposes of providing Commission mandated EAS directories to the general body of subscribers in the EAS area.

VII. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VIII. COMPENSATION

Each company will provide, by ownership or lease from the other company, the entire EAS trunk facilities between its central offices and the boundary with the connecting company.

IX. TERM

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

Annex V between the parties effective June 21, 1987 and all supplements thereto are canceled herewith except for any amounts due either party thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 1st day of October, , 1990 .

Witness:

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

ANNEX V
EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective August 1, 1990

Attached to and made a part of ANNEX V, EXTENDED AREA SERVICE, effective August 1, 1990, between QUINCY TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between Quincy Exchange	and Southern Bell Exchange
Greensboro	Havana
Gretna	Havana
Quincy	Havana

Executed this 1st day of October , 1990 .

Witness: QUINCY TELEPHONE COMPANY

Joanne K Watson By Lila D. Carlin
President

Witness: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett By [signature]
Assistant Vice President
for

Annex X

(200)

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, 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 of the functions that each company will perform in jointly provisioning IntraLATA Services. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and intraLATA toll services. Quincy will from time to time be required to provide the appropriate data, forecast, operational personnel and test equipment support necessary to complete the functions of this Annex. The functions to be performed are Planning, Provisioning and Maintenance.

A. Planning - Southern Bell will conduct studies to determine growth and technological requirements for joint transmission facilities, switching systems and operator service systems to handle forecasted traffic demand in the most economical manner. Southern Bell will be responsible for overall intraLATA forecasts, to include joint local, private line, WATS, 800 and Message Telecommunications Services (MTS). Quincy will be responsible for providing appropriate growth and forecast data for its franchised service area for use in the studies. The studies to be provided are:

1. Long Range Studies used to produce optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Trunk Forecasts used in projecting demand for services required in developing long and short range studies.

B. Provisioning

1. Jointly Provided Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

   a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

   b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying Quincy of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

   c. Coordinating Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Jointly Provided Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

   The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Jointly Provided Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying Quincy of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Jointly Provided Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to Quincy meet or exceed accepted industry levels; and

2. Provide Quincy the necessary technical and administrative standards required to establish and/or maintain service.

B. Quincy will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 9th day of August , 1991 .

Witness:

Dianne K. Watson

QUINCY TELEPHONE COMPANY

By Lila Q. Coulon
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By W C Garff
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and QUINCY TELEPHONE COMPANY.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 9th day of August , 1991 .

Witness:

QUINCY TELEPHONE COMPANY

Dianne K. Kolaski

By Lela A Cadieux
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By W C Gantt
Assistant Vice President

Annex XV

(201)

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, 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 of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within Quincy's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with Quincy forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 21st day of July, 1989.

WITNESS:

Dianne K. Watson

QUINCY TELEPHONE COMPANY

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and QUINCY TELEPHONE COMPANY.

For each of the following types of Access Services, provided jointly by the companies in the Panama City LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 21st day of July , 1989 .

WITNESS:

Dianne K. Watson

QUINCY TELEPHONE COMPANY

By Pete M. Cashin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex XI

(302)

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 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, hereinafter referred to as Quincy, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Quincy may include:

a. Message Distribution
b. Message Transmission (CMDS I/STARS)

2. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Quincy.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Quincy revenues for IntraLATA Intercompany Settlements (ICS) messages. Quincy will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Where Southern Bell performs message distribution for Quincy in connection with messages not recorded and rated by Southern Bell, Quincy shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Quincy the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Quincy to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

   (a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

   (b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

   (c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

   (d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

   (e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Quincy will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Quincy.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Each company shall provide to the other all relevant information required to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that amounts specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 12th day of October , 19 88 .

WITNESS:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. R. Carlisi
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between QUINCY TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

Type of Activity	RATES		
	INTRASTATE INTERLATA	INTERSTATE INTERLATA	INTRASTATE INTRALATA
(1) DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,			
- per record transmitted	$ .003	$ .003	$ .003*
- per record received	$ .003	$ .003	$ .003*

* - charges waived during MABC transition period, Jan., 1988 - Dec., 1991

Executed this 12th day of October , 1988 .

WITNESS:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. D. Carlin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and QUINCY TELEPHONE COMPANY.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 12th day of October , 19 88 .

WITNESS:

Fred Parkin

QUINCY TELEPHONE COMPANY

By L. D. Carlin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex 307

ANNEX 307

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

This Annex, effective October 1, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Georgia, herein called "BellSouth", and QUINCY TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Florida, herein called "Quincy", sets forth the terms and conditions regarding Common Channel Signaling System 7 (CCS7) network interconnection between Quincy and BellSouth.

SECTION I
SCOPE OF ANNEX

This Annex and its Exhibits set forth the terms and conditions for the provisioning of CCS7 capabilities and services by BellSouth to Quincy for the provisioning of access, intraLATA toll and local exchange voice and data service. Specific capabilities and services shall be identified in Exhibits to this Annex.

SECTION II
DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

A-Links - A-Links are CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point.

B-Links - B-Links are CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four (quad) B-Links to interconnect two pairs of Signaling Transfer Points.

Common Channel Signaling System 7 (CCS7) - A network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

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Integrated Services Digital Network User Part (ISUP) - ISUP provides the Signaling System 7 application-level communications necessary for a variety of signaling services, including call set up and disconnect.

Network Identification Code (NIC) - A 24-bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identity Field, Network Cluster Field and Cluster Member Field.

Service Control Point (SCP) - A real-time data base system that contains instructions on how public switched messages are to be routed and handled by the public switched network.

Service Management System (SMS) - The main operational support and control system of all Advanced Intelligent Network Services, including 800 Data Base Service.

Service Switching Points (SSPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability to communicate with the Service Control Points (data bases) in order to obtain call handling instructions.

Signaling Link - A full duplex 56/64 Kilobit digital data circuit used to transport CCS7/SS7 signals between signaling nodes.

Signaling Points (SPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability of call setup/teardown and call routing using CCS7 technology.

Signaling System 7 (SS7) - A protocol, or set of communications procedures, used in common channel signaling for passing routing information between telecommunication switches and signaling network nodes.

Signaling Transfer Points (STPs) - The packet switches in the CCS7 network as defined by the Bellcore "Signaling Transfer Point Generic Requirements" document TR-TSY-000082 used to route SS7 signaling information between signaling network nodes for processing call setup and routing intelligence.

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Transaction Capabilities Application Part (TCAP) - TCAP provides application-level functions for special Common Channel Signaling Services provided by the Stored Program Control System (SPCS). Service information exchange between the SPCS and a network database would typically be defined within TCAP.

SECTION III
PHYSICAL CONNECTION

3.01. Quincy's interconnection with BellSouth for CCS7 signaling capability shall require two full duplex 56 Kilobit digital data links (A-Links) per Quincy Signaling Point or Service Switching Point. All links shall meet BellSouth's reliability and transmission specification requirements.

3.02. Each company shall be responsible for the installation and maintenance of the portion of the signaling links within its respective territory up to the Points of Connection between the companies, specified in Exhibit C to the Basic Agreement.

3.03. Message (voice or data) trunks shall be converted from Multi-frequency (MF) to SS7-capable trunks, as required, for CCS7 signaling capabilities.

3.04. All Quincy signaling nodes and links shall meet BellSouth's SS7 protocol operational compatibility assurance requirements. These may include, but are not limited to, BellSouth's Guide To Technical Publication TR-TSV-000905 (Common Channel Signaling Network Interface Specifications), TR-TSV-000954 (Common Channel Signaling Network Interface Specifications - Additional Material Supporting Alternate Billing Services (ABS)), TA-TSV-000962 (Common Channel Signaling Network Interface Specifications Supporting ISDN), TA-TAP-001004 (Operations Guidelines for Common Channel Signaling Interface Specifications), TR-NPL-000246 (Message Transfer Part (MTP)), Signaling Connection Control Part (SCCP), ISDN User Part (ISDN-UP), Transaction Capabilities Application Part (TCAP), TR-TSY-000394 (Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDN-UP)) and TR-TSY-000317 (Call Control Using The ISDN User Part). Additional specifications documents may be listed in the individual Exhibits to this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

3.05. CCS7 interconnection shall make available to Quincy for call setup and data base access capabilities and services as defined in the Exhibits to this Annex and as allowed by legal and regulatory authorities.

3.06. Quincy shall not utilize its interconnection with BellSouth's CCS7 network for transport of any other company's SS7 signals, or for transport of SS7 signals from any other CCS7 network provider's CCS7 network, without written permission from BellSouth.

SECTION IV
CCS7 NETWORK IDENTIFICATION CODES

4.01. Quincy shall obtain and utilize its own Network Identification Code (NIC) for interconnection purposes when interconnecting its Signaling Points or Service Switching Points at the A-Link level.

4.02. Due to the complexities and potential Quincy signaling network downtime required when changing working NICs, Quincy agrees to give BellSouth written notice of any NIC change six months prior to the effective date of the NIC change.

SECTION V
COMPENSATION

5.01. Compensation for the services and capabilities provided under this Annex are set forth in the Exhibits included in and made a part of this Annex.

SECTION VI
AMENDMENTS AND WAIVERS

6.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both Companies.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

6.02. In addition, no course of dealing or failure of either Company to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VII
TERM OF ANNEX

7.01. This Annex and its Exhibits shall remain in effect until canceled by either Company with or without cause upon giving the other Company six months written notice thereof, and shall be subject to termination liability as reflected in individual exhibits, supplements or attachments made a part of this Annex.

7.02. Cancellation of the entire Annex will include cancellation of all exhibits, supplements and attachments thereof; however such cancellation shall not negate any termination liability specified in individual exhibits, supplements or attachments.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 20th day of October, 1995.

Witness:

QUINCY TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

EXHIBIT A
A-LINK CHARGE FOR CCS7 INTERCONNECTION

Effective October 1, 1994

Attached to and made a part of ANNEX 307, Common Channel Signaling System 7 Interconnection, effective October 1, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth" and QUINCY TELEPHONE COMPANY, hereinafter called "Quincy".

SECTION I
BASIS OF COMPENSATION

1.00. For each CCS7 A-Link termination on a BellSouth Local Signaling Transfer Point (LSTP) switch for the purpose of Quincy interconnection with the BellSouth CCS7 network, the following charges to Quincy shall apply:

$350 per A-Link per month.

1.01. This A-Link charge represents access to BellSouth's CCS7 network for ISUP AND TCAP capabilities only and does not preclude charges for additional features and services.

1.02. Identification of individual A-Links covered under this Exhibit shall be provided in Attachment 1 to this Exhibit.

1.03. BellSouth agrees to retain the monthly rate of $350 per A-Link for three (3) years from the execution date of this Annex unless the existing pricing structure must be altered to conform with regulatory or legal requirements, or such changes are agreed to by both parties.

1.04. In the event Quincy cancels this Exhibit, Supplements and/or Attachments made a part thereof, resulting in the disconnection of interconnecting A-Links, Quincy agrees to pay a per link termination charge equal to $5,000 minus ($5,000 multiplied by X/36), where X equals the number of months between the turn-up date and the turn-down date of the canceled links. Fractional months shall be rounded to the nearest whole month.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.04 (Con't)

For example, if 14.4 months had passed between the turn-up and turn-down date for two A-Links, the termination charge would be:

$5,000 - $5,000 x 14/36 = $5,000 - $1,944 = $3,056 per link.

Therefore, the total termination charge would be $3,056 per link x 2 links = $6,112.00.

After three (3) years from the turn-up date of a set of A-Links, any termination liability to Quincy for those links shall cease. This termination charge or portions thereof may be waived by written agreement from BellSouth.

Executed this 20th day of October, 1995.

Witness:

QUINCY TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective October 1, 1994

Attached to and part of Exhibit A, effective October 1, 1994 to Annex 307, Common Channel Signaling System 7 Interconnection, effective October 1, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC. and QUINCY TELEPHONE COMPANY.

IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links provided subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of Quincy's Signaling Point
LYHNFLOH21W	QNCYFLXADS0
PNCYFLMA21W	QNCYFLXADS0

Executed this 20th day of October, 1995.

Witness:

QUINCY TELEPHONE COMPANY

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and QUINCY TELEPHONE COMPANY, a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 3rd day of June, 1993.

Witness: QUINCY TELEPHONE COMPANY

Fred L. Parker

By David W. Cregory
Vice President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By W C Smith
Assistant Vice President

Joint Trench

JOINT TRENCH AGREEMENT

THIS AGREEMENT executed this 13th day of November, 1990 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Georgia, hereinafter called Southern Bell and QUINCY TELEPHONE COMPANY a corporation organized and existing under the laws of the State of Florida having its principal office in the City of Quincy, hereinafter called Quincy.

WITNESSETH

ARTICLE 1

WHEREAS, Southern Bell and Quincy desire to place buried communications cables along State Road 268 from Gretna to Quincy, then along State Road 12 to the exchange boundary with Havana, a distance of approximately 10 miles; and

WHEREAS said buried communications cables can be easily and economically placed simultaneously in the same trench (including costs to secure permits);

WHEREAS both Southern Bell and Quincy will both benefit from the simultaneous placement of said cables in the same trench;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually convenant and agree as follows:

ARTICLE II

CONTRACT FOR PLACEMENT

1. It is expressly agreed that Southern Bell will bid the entire project which is identified as Project Number 3G1938 and includes the joint cable placement from Gretna through Quincy to the exchange boundary with Havana. The contractor selected will install both cables in the joint portion and bill Southern Bell and Quincy on a 50/50 basis for that portion.

2. It is expressly agreed that each company will purchase its own cable and store same at a location convenient to the contractor. Quincy will use its storage yard at Quincy and Southern Bell will store its cable at its Panama City yard. It will be necessary for the contractor to pick up cable from each location as required for placement.

3. It is expressly agreed that Southern Bell will contract for an independent Plant Contract Supervisor (PCS) and who is agreeable to Quincy, to oversee the project. This cost would be billed to each company on a 50/50 basis.

4. It is expressly agreed that cables will be buried at a depth of 42" below grade, with a marker tape (terra-tape extra strength 540) buried at 24" below grade. The material cost and placing costs of the tape will be billed to each company on a 50/50 basis. In addition, marker poles will be PVC poles supplied and billed by the contractor on a 50/50 basis to each company. The poles will be spaced at 1000 feet apart and set that the signs are perpendicular to the roadway. Each company will supply its own signs to be attached to the poles by said contractor.

5. It is expressly agreed that Southern Bell's cable will be clearly marked with the Company's initials to facilitate easy identification.

6. It is expressly agreed that Quincy will furnish a 3 1/2" duct to Southern Bell through the city of Quincy at no charge. In exchange for this consideration, it is expressly agreed that Southern Bell will furnish the materials and labor necessary to place three 1" innerducts in the 3 1/2" duct. Southern Bell will retain ownership of one innerduct and place its fiber cable therein. Ownership of the second innerduct will transfer to Quincy for placement of its fiber cable . The third innerduct will be mutually owned by both companies and will be left empty as a spare to be used in emergencies where a replacement cable is needed. The company utilizing the spare innerduct will remove its original cable from its original innerduct thereby creating a new spare innerduct.

ARTICLE III

HANDHOLES AND CONDUIT

7. It is expressly agreed that each company will supply its own handholes. The handholes will be located a minimum of 100 feet apart to allow for simultaneous work by both companies as necessary without interference.

8. It is expressly agreed that each company will supply its own conduit and be billed by the contractor on a 50/50 basis for the placement of said conduit, including pull wires.

ARTICLE IV

SPECIFICATIONS

9. It is expressly agreed that all communications facilities shall be placed and maintained in accordance with the requirements and specifications of the current National Electrical Code (NEC), the National Electrical Safety Code (NESC), all of which are incorporated by reference in this Agreement, the rules and regulations of the Occupational Safety and Health Act (OSSHA) and any governing authority having jurisdiction, if dual specifications exist, the more stringent shall apply.

ARTICLE V

LOCATING AND REPAIRS

10. It is expressly agreed that in the event of a cable cut where an excavation is required to access the damaged cable, Quincy will provide the contractor to excavate. The excavation costs will be shared on a 50/50 basis.

11. It was expressly agreed that for cable locates Quincy Telephone will function as primary agent for this section of cable under this contract. Southern Bell will call 904/875-1055 to forward all location requests received for this section. Quincy will notify Southern Bell when location has been completed.

ARTICLE VI

12. A. It is expressly agreed that except as otherwise provided in this agreement, neither party hereto shall assign or otherwise transfer this agreement, in whole or in part, without the written consent of the other party; provided that either party shall have the right without such consent, (1) to lease or transfer any of its rights or property to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or (2) to enter into any merger or consolidation; however, that subject to all of the terms and conditions of this agreement, either party may without such consent permit any corporation conducting a business of the same general character as that of such party, with which it is affiliated or connecting with it, the rights and privileges of this agreement in the conduct of its said business.

B. The wires and cables of each party hereto or of others permitted by this agreement shall at all times be and remain its or their property, with the full right of removal, and shall not become subject to any liens against the other party.

ARTICLE VII

TERM OF AGREEMENT

13. Subject to the provision of Article XIV herein, this agreement shall continue in full force and effect for perpetuity.

ARTICLE VIII

WAIVER OF TERMS OR CONDITIONS

14. It is expressly agreed that failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE IX

DEFAULTS

15. It is expressly agreed that should either party default in any of its obligations under this agreement and such default shall continue thirty days (30) after notice thereof in writing from the other party, then in addition to any other remedies the non-defaulting party may have for breach of contract, the party in default shall defend, hold harmless, and indemnify the non-defaulting party for all claims, losses, expenses, actions, causes of actions made against the non-defaulting party resulting from the default.

ARTICLE X

SERVICE OF NOTICES

16. It is expressly agreed that whenever in this agreement notice is provided to be given by either party to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to Southern Bell at its office at Miami, Florida or to Quincy at its office at Quincy, Florida or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XI

SUPPLEMENTAL ROUTINES AND PRACTICES

17. It is expressly agreed that nothing in the foregoing shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this agreement.

ARTICLE XII

18. It is expressly agreed that should either party abandon its facilities as described in Article II above this contract shall terminate and the abandoning party shall have no further interest in its abandoned facilities or any rights under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

WITNESS

QUINCY TELEPHONE COMPANY

By _____
Lila Corbin
President

WITNESS

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
A. M. Lombardo
Assistant Vice President - Regulatory
For

960786-TL

Frontier

RHR 11-15-04

DECLASSIFIED

(Part 9 of 12)

DOCUMENT NUMBER-DATE

09064 SEP 10 5

FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 15
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 20, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., and FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

This Supplement is issued to recognize the cancellation of Annex 106, 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	- Extended Area Service
114	- E911 Service
200	- IntraLATA Joint Provisioning
201	- Access Service Provisioning
300	- Operator Services

Annex
No.

301 - Number Services

302 - Accounting Services

307 - Common Channel Signaling System 7 Interconnection

503 - Customer Information Exchange

Executed the 20th day of October, 1995.

Witness:

FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeSalvo

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Cynthia Adams

By _____
Assistant Vice President

SUPPLEMENT NO. 14
TO BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: August 1, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC. (formerly Southern Bell) and FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

This Supplement is issued to revise and update the description of the point of connection between the companies.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION V/H COORD.	POINTS OF CONNECTION DESCRIPTION
Molino	Pensacola	Pensacola	8097;2248	A point at a cross connect terminal at a manhole on the road right-of-way at the Molino central office.
Walnut Hill	Atmore, Ala.	Mobile		A point in Alabama between Frontier Communications and South Central Bell Telephone Company.

Executed this 28th day of September, 1995.

Witness:

Robert J. DeLaHunt

FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By Jefferson H. McDonald
President

Witness:

Cynthia Clem

BELLSOUTH TELECOMMUNICATIONS, INC.

By W. C. Sanders
Assistant Vice President

SUPPLEMENT NO. 13
TO
BASIC AGREEMENT

(effective January 1, 1984)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. Delahunt By Jefferson L McCallum
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garrett
Assistant Vice President

SUPPLEMENT NO. 12
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: May 16, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., and SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to implement Annex 307, and will become 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
301		- Number Services
302	XI	- Accounting Services
307		- Common Channel Signaling System 7 Interconnection
503		- Customer Information Exchange

Executed the 16th day of May, 1995.

Witness:

Robert J. Dahlen
Asst. Secretary/Asst. Treasurer

SOUTHLAND TELEPHONE COMPANY

By _____
President ~~/General Manager~~

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 11
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 3, 1994

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., and SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to implement Annex 301, and also to remove the listing of Annex 116. This Supplement will become 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
301		- Number Services
302	XI	- Accounting Services
503		- Customer Information Exchange

Executed the 3rd day of October, 1994.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 10
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: August 26, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
116	XVII	- Secondary Directory Assistance
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
302	XI	- Accounting Services
503		- Customer Exchange Agreement

Executed the 26th day of August , 1993 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: August 26, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
116	XVII	- Secondary Directory Assistance
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
302	XI	- Accounting Services

Executed the 26th day of August, 1993.

Witness:

Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: October 3, 1990

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

This Supplement is issued to revise and update the description of the point of connection between the companies.

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION V/H COORD.	DESCRIPTION
Molino	Pensacola	Pensacola	8114;2246	A point at the Southwest corner of Quintette Road and U. S. 29 (Pensacola Boulevard).
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 1st day of June, 1995.

Witness:

Robert J. Dehlman

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 7
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) 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 XVI, 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 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:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

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:

Thomas E Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Cynthia Adams

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
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 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 1988 .

WITNESS:

Thomas E Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective:

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, 1986.

Witness:

Patsy Mahaborick

SOUTHLAND TELEPHONE COMPANY

By _____
General Manager / PRESIDENT

Witness:

J M Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO BASIC AGREEMENT
REVISED
EXHIBIT A
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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. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
General Manager

Witness:

_____

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO BASIC AGREEMENT
REVISED
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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.

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
Anex XV	-	Access Service Provisioning
Annex XVI	-	Number Services

Executed the 2nd day of February, 1987.

Witness:

Thomas G Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO BASIC AGREEMENT
REVISED
EXHIBIT A
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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

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, 19 84.

Witness:

Linda Whitehead

SOUTHLAND TELEPHONE COMPANY

By W. F. Comeau
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By J. Lightfoot
Assistant Vice President

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:

SOUTHLAND TELEPHONE COMPANY

By W. F. Common
President

Witness:

SOUTHERN BELL TEL.& TEL. COMPANY

By R. T. Burns
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 explicity 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.

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 Strawbridge

By W. F. Bowman
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

[illegible]

By R. T. Burns
Assistant Vice President

Superseded by Supplement 4

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

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:

Stacy Shambridge

SOUTHLAND TELEPHONE COMPANY

By W. F. Coleman
President

Witness:

L. A. Ellis

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burns
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

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

Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By W. F. Conaway
President

Witness:

S. D. Alley

SOUTHERN BELL TEL. AND TEL. COMPANY

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

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: January 1, 1984

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and 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, 19 84 .

Witness:

Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By W. F. Conaway
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

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

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:

Traffic Originating At	Traffic Terminating At	Function Performed
Molino	All Points	Automatic Number Identification (ANI).

Executed this 9th day of January, 19 84 .

Witness:

Stacy Stranbridge

SOUTHLAND TELEPHONE COMPANY

By W. F. Conner
President

Witness:

S. A. Ally

SOUTHERN BELL TEL. AND TEL. COMPANY

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

Annex 100

SUPPLEMENT NO. 1
TO
ANNEX 100

(FORMERLY ANNEX XXIX)
MODIFIED ACCESS-BASED COMPENSATION
FOR INTRASTATE INTRALATA TOLL SERVICES
(effective January 1, 1988)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeSalme By Jefferson L McKee
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garnett
Assistant Vice President

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

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and 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 E. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Cynthia Adams

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
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:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
Pensacola	MOLNFLXA	164	2	166

Executed the 4th day of November, 1988.

Witness:

Thomas E Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
OPTIONAL CALLING PLAN AGREEMENT
EXECUTED OCTOBER 29, 1979
BETWEEN
SOUTHLAND TELEPHONE COMPANY
AND
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By virtue of Annex V - Extended Area Service executed between the parties, to be effective August 26, 1984, provision of facilities and settlements under the terms of the identified Optional Calling Plan Agreement are no longer applicable. Accordingly, it is hereby cancelled effective August 26, 1984.

Executed this 20th day of February, 1987.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XXVIII

(106)

SUPPLEMENT NO. 5
TO
ANNEX 106

(FORMERLY ANNEX XXVIII)
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES
(effective January 1, 1988)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. Delahunt

By Jefferson L. McDaniel
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By W C Garrett
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued August 19, 1992

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 BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$4,919
1991 Preliminary Settlements	$4,680
Net Due Southland	$ 239

Upon the execution of this supplement BellSouth will credit the account of Southland in the amount of $239 in final settlement for Private Line business for the period January 1, 1991 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 16th day of September, 1992.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

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

Issued September 16, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between 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:

	Private Line
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:

Thomas E Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Carmen Woodbury

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	Private Line
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

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 Wolfe/Finance Director — 8/21/90
Name/Title — Date

SOUTHERN BELL

C. B. Rodgers, Jr. Operations Manager — 11/19/90
Name/Title — Date

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:

	Private Line
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:

SOUTHLAND TELEPHONE COMPANY

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

Thomas P. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Dorothy Bennett

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 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.

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:

Thomas S Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex VII

(108)

SUPPLEMENT NO. 1
TO
ANNEX 108

(FORMERLY ANNEX VII)
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE
(effective February 10, 1992)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeSalmo By Jefferson L. McDade
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W. C. Garth
Assistant Vice President

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, herein called "Southland". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 26th day of August , 19 93 .

Witness:

Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex III

(109A)

SUPPLEMENT NO. 13
TO
ANNEX 109-A

INTRASTATE JOINT REVENUE DISTRIBUTION
(effective January 1, 1988)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. Delahunt By Jefferson L McKerrow
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garrett
Assistant Vice President

SUPPLEMENT NO. 12
TO
ANNEX 109-A

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective March 17, 1995

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-A, INTRASTATE JOINT REVENUE DISTRIBUTION, effective January 1, 1984, between SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC.

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Multiple Bill/ Multiple Tariff from Single Bill/Multiple Tariff.

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 Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change.

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

The facility routes...

Executed this 26th day of April, 1995.

Witness:

Patsy L. Mahaffrich

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 11
TO
ANNEX 109-A

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective ~~July 20~~ September 16, 1993

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-A (formerly Annex III), INTRASTATE JOINT REVENUE DISTRIBUTION, effective January 1, 1984, between SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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 when Southland is the billing company.

Section III, A of the AMENDMENT shall be changed to read:

A. Switched Access

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

The Initial Billing Company (IBC)...

Executed this 26th day of August, 19 93.

Witness:

Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 10
TO
ANNEX III

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective May 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 SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

This Supplement is issued to change the Special Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Single Tariff.

Section III, B of the AMENDMENT shall be changed to read:

A. Special Access

The billing option arrangement to be used by the parties shall 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 14th day of December , 1993 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 9
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 SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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 when BellSouth is the billing company, 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 BellSouth is the IBC and Single Bill/Single Tariff when Southland is the IBC. 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 26th day of August, 1993.

Witness: Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness: Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between 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:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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.

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 2nd day of May , 1990 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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 1989 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

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.

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:

SOUTHLAND TELEPHONE COMPANY

By _____
General Manager - PRESIDENT

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1988 between 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:

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

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

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:

SOUTHLAND TELEPHONE COMPANY

By
General Manager- PRESIDENT

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

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:

	INTERLATA ACCESS
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:

Thomas E Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
General Manager

WITNESS:

Ann Barkley

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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:

	INTERLATA ACCESS
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

By _____
General Manager

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

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

By _____
President General Manager

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

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

By _____
President/GENERAL MANAGER

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
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

By
President/GENERAL MANAGER

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and 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:

Lucy A Brandridge

SOUTHLAND TELEPHONE COMPANY

By W. F. Conaway
President

Witness:

B. H. Culley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. 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 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

Stacy Hambridge

By W. F. Coman
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burns
Assistant Vice President

Annex IV

(109E)

SUPPLEMENT NO. 8
TO
ANNEX 109-E

INTERSTATE JOINT REVENUE DISTRIBUTION
(effective January 1, 1988)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. Debalma By Jefferson L McCabe
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garff
Assistant Vice President

SUPPLEMENT NO. 7
TO
ANNEX 109-E

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective March 17, 1995

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-E, INTERSTATE JOINT REVENUE DISTRIBUTION, effective January 1, 1984, between SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC.

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Multiple Bill/ Multiple Tariff from Single Bill/Multiple Tariff.

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 Multiple Bill/Multiple Tariff. The billing option selected may not be changed except upon the express written consent of both parties 60 days prior to the effective date of the change.

The Initial Billing Company (IBC) shall compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's interstate 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), BellSouth is the Subsequent Billing Company (SBC), and each will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes...

Executed this 26th day of April, 1995.

Witness:

Patsy L. Mahaborich

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
ANNEX 109-E

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective ~~July 20~~ September 16, 1993
AWS

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX 109-E (formerly Annex IV), INTERSTATE JOINT REVENUE DISTRIBUTION, effective January 1, 1984, between SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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 when Southland is the billing company.

Section III, A of the AMENDMENT shall be changed to read:

A. Switched Access

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

The Initial Billing Company (IBC) ...

Executed this 26th day of August, 1993.

Witness:

Mary Strawbridge

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective May 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company".

This Supplement is issued to change the Special Access Meet Point Billing option between the companies to Multiple Bill/Multiple Tariff from Single Bill/Single Tariff.

Section III, B of the AMENDMENT shall be changed to read:

A. Special Access

The billing option arrangement to be used by the parties shall 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 14th day of December , 1993 .

Witness: SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between SOUTHLAND TELEPHONE COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC., formerly "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 when BellSouth is the billing company.

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 BellSouth is the IBC and Single Bill/Single Tariff when Southland is the IBC. 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 interstate 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 26th day of August, 1993.

Witness: Stacy Strawbridge

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness: Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE 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 Interstate Feature Group B Switched Access Service. The first paragraph of the AMENDMENT shall be replaced with:

"In order to implement meet point billing for Interstate 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 IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance 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

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective May 1, 1989

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, 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.

In addition, Section III, B shall be changed to read:

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.

Executed this 22nd day of May 1989 .

Witness:

SOUTHLAND TELEPHONE COMPANY

Tom Wolf

By _____
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and SOUTHLAND TELEPHONE COMPANY (hereinafter "Southland") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

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

The Initial Billing Company (IBC), shall compensate the Subsequent Billing Company (SBC), for services and facilities provided by the SBC at the SBC's interstate 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 or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 24th day of February , 1989.

Witness:

SOUTHLAND TELEPHONE COMPANY

By
General Manager - PRESIDENT

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By
Assistant Vice President

ANNEX IV
INTERSTATE JOINT 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 by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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 9th day of January, 19 84 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By W. F. Gorman
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By R. F. Brown
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, 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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 9th day of January, 1984.

Witness:

SOUTHLAND TELEPHONE COMPANY

By W. F. Coman
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burns
Assistant Vice President

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between SOUTHLAND TELEPHONE 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
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 6th day of September, 19 84 .

WITNESS:

Linda Whitehead

SOUTHLAND TELEPHONE COMPANY

By W. F. Common
President

WITNESS:

Jan Barkley

SOUTHERN BELL TELEPHONE & TELEGRAPH CO.

By J. H. Leigh
Assistant Vice President

Annex XXIV

(110-A)

SUPPLEMENT NO. 1
TO
ANNEX 110-A

(FORMERLY ANNEX XXIV)
DISTRIBUTION OF INTRASTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES
(effective July 1, 1985)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985, between SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2nd day of February, 1987.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX

(110-E)

SUPPLEMENT NO. 2
TO
ANNEX 110-E

(FORMERLY ANNEX XIX)
DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES
(effective May 25, 1984)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeLaMar By Jefferson L McElroy
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garrett
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 22nd day of May 1989 .

WITNESS:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between SOUTHLAND TELEPHONE COMPANY, a Corporation under the laws of the State of Alabama, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 15th day of September, 1986.

Witness:

Patsy Mahalovich

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex V

(113)

SUPPLEMENT NO. 2
TO
ANNEX 113

(FORMERLY ANNEX V)
EXTENDED AREA SERVICE
(effective August 26, 1984)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX V
EXTENDED AREA SERVICE
REVISED EXHIBIT A

Effective October 3, 1990

Attached to and made a part of EXTENDED AREA SERVICE ANNEX effective as of August 26, 1984, between SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect the implementation of Escambia County EAS as directed by the Florida Public Service Commission in Order No. 22982, Docket 871268-TL, issued May 25, 1990.

This Exhibit specifies the Exchanges served by Extended Area Service and the point of connection for EAS trunks provided for the handling of traffic covered by the identified agreement as follows:

INDEPENDENT COMPANY EXCHANGE	BELL COMPANY EXCHANGE	POINT OF CONNECTION
Molino, Florida Walnut Hill, Florida	Cantonment, Florida Century, Florida Pensacola, Florida	A point at the Southwest corner of Quintette Road & U. S. 29 (Pensacola Boulevard). (V/H coord. 8114 & 2246)

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit to be executed by their duly authorized officers this 1st day of June, 1995.

Witness:

Robert J. Delahunt

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Durant

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX V
EXTENDED AREA SERVICE

THIS ANNEX, effective as of August 26, 1984, between SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, herein called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of the Independent Company and exchanges of the Bell Company.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. Telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not covered by this Annex. When EAS is furnished from an exchange with measured service, each call from the exchange with measured service to an Extended Area point shall be considered a local call. The exchanges served by EAS under the terms hereof are listed in Exhibit "A" attached to and made a part hereof.

II. PHYSICAL CONNECTION

The Independent Company and the Bell Company shall interconnect their telephone systems for the provision of EAS through points of connection as specified in Exhibit A, attached hereto and made a part hereof.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with the recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks to the points of connection specified in Exhibit A hereto and sufficient switching equipment and interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its

central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

Interexchange trunks designated for use for Extended Area Service shall not be used by either company for toll traffic.

V. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment or for the other local central office equipment provided or used in the interchange of EAS under this Annex.

VI. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VII. COMPENSATION

Each company will provide, by ownership or lease from the other, the entire EAS turnks to the boundary with the connecting company.

VIII. DIRECTORY SERVICES

Each company shall provide its own subscribers with directories containing an alphabetical listing of all subscribers of both companies within the Extended Service Area, and shall be responsible for providing directory listing information service to its own subscribers. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement.

In any areas where listings are not exchanged on a daily basis, either company may request the other upon reasonable notice (minimum 45 days) to arrange with their respective directory companies to provide camera-ready proofs or other format containing listings as current as possible of its subscribers in the extended service area. Costs for such proofs or other lists shall be borne by the company requesting the lists.

IX. TERM OF ANNEX

This Annex shall become effective on August 26, 1984 and will continue in full force and effect thereafter, provided however that either party may terminate this Annex with or without cause upon giving the other party thirty (30) days written notice thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be executed by their duly authorized officers this 2ND day of February, 1987.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX V
EXTENDED AREA SERVICE

Effective August 26, 1984

Attached to and made a part of EXTENDED AREA SERVICE ANNEX effective as of August 26, 1984, between SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Exhibit specifies the Exchanges served by Extended Area Service and the point of connection for EAS trunks provided for the handling of traffic covered by the identified agreement as follows:

INDEPENDENT COMPANY EXCHANGE	BELL COMPANY EXCHANGE	POINT OF CONNECTION
Molino, Florida	Pensacola, Florida Cantonment, Florida	A point at the N.E. corner of County Road #95A and State Road #184. (V/H cord. 8112 and 2241)

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit to be executed by their duly authorized officers this 2nd day of February, 1987.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice-President

Annex XIV

(114)

SUPPLEMENT NO. 1
TO
ANNEX 114

(FORMERLY ANNEX XIV)
E911 SERVICE
(effective December 1, 1986)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. Delahunt By Jefferson L. McDole
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Gantt
Assistant Vice President

ANNEX XIV
E911 SERVICE

This Annex, effective the 1st day of December, 1986 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called Bell, and SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, hereinafter called Southland, sets forth the terms and conditions upon which the Bell Company will provide Southland connection to the E911 System serving Escambia County Florida.

I. GENERAL

A. E911 Service is comprised of three (3) features.

1. AUTOMATIC NUMBER IDENTIFICATION (ANI) which automatically forwards the telephone number of the calling party to E911 Control (Tandem Switching) Office from which it is switched to the Public Safety Answering Point (PSAP) and displayed at an attendant position console;

2. SELECTIVE ROUTING (SR) which provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party; and

3. AUTOMATIC LOCATION IDENTIFICATION (ALI) forwards the name and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with street address of the telephone number at the main location.

B. E911 Service is offered in five (5) configurations of the basic features of which the customer must select at least one. The feature configurations are:

1. Automatic Number Identification (ANI);
2. Selective Routing (SR);
3. Automatic Number Identification and Selective Routing;
4. Automatic Number Identification and Automatic Location Identification (ALI); and
5. Automatic Number Identification, Selective Routing and Automatic Location Identification

C. Each of the five (5) E911 feature configurations include the following as standard features:

1. Forced Disconnect which is a function of the special 911 trunk circuit in the end office and enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines;

2. Default Routing which activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes (such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed);

3. Alternate Routing which allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (Night Service);

4. Manual Transfer which enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone of the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code; and

5. Speed Calling (Abbreviated Dialing) which enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

II. AGREEMENT

The Bell Company agrees to provide connection to the above indicated E911 System for the Southland Company's exchanges listed in Exhibit A, attached to and made a part of this Annex. Such connection, the charges for which are included in Exhibit B, attached to and made a part of this Annex, includes the following:

A. Transporting the E911 calls from the Southland Company's exchanges listed in Exhibit A to the Switching Control Office of the E911 System;

B. Switching the E911 calls from the Southland Company's exchanges through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations;

C. Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the Southland Company's exchanges in an electronic data base of the E911 Data Management System (DMS); and

D. Displaying the telephone numbers of the Southland Company's customers calling 911 along with the associated names and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate location.

III. EQUIPMENT

The Bell Company shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as the Bell Company determines is necessary to perform the E911 Services set forth in paragraph I above.

IV. CIRCUITS BETWEEN THE SOUTHLAND COMPANY AND THE BELL COMPANY

The Southland Company and the Bell Company shall provide and maintain sufficient interoffice dedicated E911 circuits, routed in the same manner as existing Message Toll and Special Service circuits, and central office equipment so that adequate and sufficient service will be furnished at all times to the customers of the Southland Company's exchanges listed in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

In the event the traffic between the Southland Company and the Bell Company E911 switch is considered to be interLATA, the Bell Company will undertake to order sufficient interLATA facilities from an interexchange carrier so that good service will be furnished at all times to the customers of the Southland Company's exchange(s) listed in Exhibit A. The Bell Company will also undertake to receive billing and submit payment of the interexchange carrier's lawfully tariffed charges for interLATA facilities.

V. BASIS OF REVENUE DISTRIBUTION

The Southland Company's exchanges covered by this Annex are listed in Exhibit A. The Bell Company will bill and collect all charges for the E911 Service Area and shall remit to the Southland Company its portion of the charges as determined in accordance with Exhibit B to this Annex. E911 terminal equipment, i.e., Public Service Answering Positions (PSAPs), provided by either company will be billed separately at tariff rates filed by that company. Each company will retain the PSAP revenues it bills.

VI. MONTHLY PAYMENTS

The Bell Company will render to the Southland Company monthly statements showing the amounts determined as provided in Section V above and payment in full will be remitted to the Southland Company within thirty (30) days thereafter.

VII. METHODS AND PRACTICES

With respect to all matters covered by this agreement, the Southland Company will adopt and comply with standard operating methods and practices comparable to those of the Bell Company and will observe the rules and regulations of the lawfully established tariff, which covers the provision of E911 Service.

VIII. RECORDS

The Southland Company shall furnish to the Bell Company, in advance of the day when the E911 Service is established, all information required by the Bell Company to establish records necessary for furnishing the services set forth in Section I above and shall promptly inform the Bell Company of any necessary changes to be made in such records.

IX. LIABILITY

The Bell Company's liability to the Southland Company, the Southland's 911 calling parties or any other parties or persons for any loss or damages arising from errors, interruptions, omissions, delays, defects, failures, or malfunctions of the E911 Service or any part thereof whether caused by the negligence of the Bell Company or otherwise shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charges for the services affected during the period of time that the services were fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

The Southland Company agrees to release, indemnify, defend and hold harmless the Bell Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, including the Bell Company's negligence, sole or otherwise, arising out of the Southland Company's customers's use of the E911 Service whether suffered, made, instituted or asserted by the Southland Company, its customers or by any other parties or persons, for any personal loss or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Southland Company, its customers or others.

The Southland Company also agrees to release, indemnify, defend and hold harmless the Bell Company from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Bell Company, the Southland Company, the E911 Agency, its users, municipalities, or the employees or agents or any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, the Bell Company fails to perform any of the duties hereby accepted by it, or violates any provision of this agreement, the Bell Company shall not be liable to the Southland Company for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to the Bell Company for any period during which it fails to perform the duties accepted by it hereunder.

X. TERM OF ANNEX

This Annex shall become effective on the date specified and shall continue in force and effect for one (1) year, and thereafter, unless terminated by ninety (90) days written notice from either party to the other.

IN WITNESS WHEREOF, the parties have caused this Annex to be executed on their behalf by their duly authorized officers this 2nd day of February, 1987.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
E911 EXCHANGES

EFFECTIVE DECEMBER 1, 1986

Attached to and made a part of the E911 SERVICE ANNEX XIV effective December 1, 1986 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company and SOUTHLAND TELEPHONE COMPANY, hereinafter call the Southland Company.

The E911 Services described in Section I of E911 Service Annex shall be provided for the Southland Company exchanges listed below:

Southland Company Exchange	E911 System Features to be provided Southland Company Exchanges				
	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Atmore (Davisville)					X
Molino					X
Walnut Hill					X

The Bell Company will perform or cause to be performed all functions necessary to provide the above service(s) except that the Southland Company shall perform the following functions:

Southland Company Exchange	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Atmore (Davisville)	X				
Molino	X				
Walnut Hill	X				

Dated this 2nd day of February, 1987.

Witness: SOUTHLAND TELEPHONE COMPANY

Thomas E Wolfe

By _____
President

Witness: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Ann Barkley

By _____
Assistant Vice President

EXHIBIT B
E911 REVENUE DISTRIBUTION
EFFECTIVE DECEMBER 1, 1986

Attached to and made a part of the E911 SERVICE ANNEX XIV effective December 1, 1986, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company, and SOUTHLAND TELEPHONE COMPANY, hereinafter called the Southland Company.

I. REVENUE DISTRIBUTION-E911 SERVICE

The Bell Company shall distribute to the Southland Company a portion of monthly revenues billed for the provision of E911 Service as described in Section I of the E911 Service Annex. The amounts due the Southland Company shall be determined from the following schedule for each exchange listed in Exhibit A to the identified Annex:

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification	$42.30	$465.00
Selective Routing	-	-
Combined Automatic Number Identification and Selective Routing	-	-
Combined Automatic Number and Automatic Location Identification and Selective Routing	-	-

Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals, coin telephone access lines, access lines on temporary suspension of service arrangements and others, if any.

For purposes of this Exhibit B, the number of access lines in each exchange of the Southland Company listed in Exhibit A of this Annex shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement under this Agreement for that year.

II. REVENUE DISTRIBUTION-E911 FACILITIES

The Bell Company shall distribute to the Southland Company a portion of the monthly revenue for provision of interoffice dedicated E911 circuits based upon the Southland Company's proportional ownership of the circuit route. The revenue distribution will be developed per circuit, per month. The Southland Company's proportional ownership will be determined by dividing the circuit route miles owned by the Southland Company by the total route miles of the circuit. The circuit routes and associated ownership percentage for each exchange of the Southland Company are as follows:

Exchange	Circuit Route Miles		Total Circuit Miles	Southland Company Ownership Percentage
	Southland	Bell		
Atmore (Davisville)	31.43	22.5	53.93	58%
Walnut Hill	21.60	22.5	44.10	49%
Molino	4.82	22.5	27.32	18%

The Southland Company ownership percentage shall be applied to the rated charges from the appropriate tariff for the circuits provided. No other compensation or revenue distribution will be due the Southland Company for provision of said circuits, and these circuits will be excluded from compensation under other Annexes to this Agreement.

III. REVENUE DISTRIBUTION-E911 PREPARATION COSTS

E911 preparation costs cover central office modifications, trunking equipment, data base creation, etc. and are billed to the E911 customer as initial non-recurring charges. These costs as declared by the Southland Company and included in the total service establishment costs as accepted by the customer, amount to $5794.00. Southern Bell shall pay to the Southland Company these costs immediately upon receipt of the payment of such non-recurring costs by the county.

Dated this 2nd day of February, 1987.

Witness:
Thomas E Wolfe

SOUTHLAND TELEPHONE COMPANY
By _____
President

Witness:
J M Barclay

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY
By _____
Assistant Vice President

Annex X
(200)

SUPPLEMENT NO. 1
TO
ANNEX 200

(FORMERLY ANNEX X)
INTRALATA JOINT PROVISIONING
(effective January 16, 1991)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeSalvo By Jefferson L McKerley
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Garth
Assistant Vice President

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, 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 of the functions that each company will perform in jointly provisioning IntraLATA Services. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and intraLATA toll services. Southland will from time to time be required to provide the appropriate data, forecast, operational personnel and test equipment support necessary to complete the functions of this Annex. The functions to be performed are Planning, Provisioning and Maintenance.

A. Planning - Southern Bell will conduct studies to determine growth and technological requirements for joint transmission facilities, switching systems and operator service systems to handle forecasted traffic demand in the most economical manner. Southern Bell will be responsible for overall intraLATA forecasts, to include joint local, private line, WATS, 800 and Message Telecommunications Services (MTS). Southland will be responsible for providing appropriate growth and forecast data for its franchised service area for use in the studies. The studies to be provided are:

1. Long Range Studies used to produce optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Trunk Forecasts used in projecting demand for services required in developing long and short range studies.

B. Provisioning

1. Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying Southland of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

c. Controlling Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying Southland of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to Southland meet or exceed accepted industry levels; and

2. Provide Southland the necessary technical and administrative standards required to establish and/or maintain service.

B. Southland will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 11th day of June , 1991 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and SOUTHLAND TELEPHONE COMPANY.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 11th day of June , 1991 .

Witness:

Thomas F. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XV

(201)

SUPPLEMENT NO. 1
TO
ANNEX 201

(FORMERLY ANNEX XV)
ACCESS SERVICE PROVISIONING
(effective July 1, 1989)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, 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 of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within Southland's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with Southland forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this day of 12 January, 1990.

WITNESS:

Thomas E. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

WITNESS:

Cynthia Allen

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and SOUTHLAND TELEPHONE COMPANY.

For each of the following types of Access Services, provided jointly by the companies in the Pensacola LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 12 day of January, 1990.

WITNESS:

Thomas E. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
For

Annex IX

(300)

SUPPLEMENT NO. 2
TO
ANNEX 300

(FORMERLY ANNEX IX)
OPERATOR SERVICES
(effective January 1, 1991)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeSalvo By Jefferson L. McDonald
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Kristy Bennett By W. C. Garner
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IX, OPERATOR SERVICES

Effective January 1, 1991

This Supplement, attached to and made a part of Annex IX, Operator Services, effective January 1, 1991 between SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, sets forth the compensation schedule for the provision of Operator Services by Southern Bell to Southland.

Billing by Southern Bell for all charges associated with Local Operator Assistance, as specified in Annex IX, shall commence effective January 1, 1991.

Billing by Southern Bell for all charges associated with IntraLATA Toll Operator Assistance, as specified in Annex IX, shall be phased in as follows:

50% payable beginning July 1, 1991
75% payable beginning January 1, 1993
100% payable beginning January 1, 1994

Southland agrees, upon execution of this Supplement to withdraw from the proceedings in Docket No. 910074-TL, Petition to Resolve Dispute Concerning Proposed Changes by Southern Bell Telephone and Telegraph Company to ALLTEL Florida, Inc., Indiantown Telephone System, Inc., Northeast Florida Telephone Company, and Southland Telephone Company.

Executed this 26th day of June, 1995.

Witness:

Robert J. DeMaine

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Kathy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

This Annex, effective January 1, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell", and SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, hereinafter called "Southland" sets forth the basic provisions under which Southern Bell will furnish Operator Services to Southland.

This Annex supercedes Annex IX, effective October 1, 1986, in its entirety along with all Exhibits, Attachments, and Supplements thereto.

I. OPERATOR SERVICES

Southern Bell will provide Toll and Local Operator Assistance Services for exchange(s) of Southland as specified in Exhibit A to this Annex. Operator Assistance Services are generally defined as follows:

A. Toll Operator Assistance - This service includes, but is not limited to, the use of mechanized operator systems and various support systems which may from time to time be introduced and utilized in various operating centers. Toll Operator Services include:

1. Operator Assisted Toll Completion;
2. Time and Charges;
3. Calling Card Verification;
4. Toll Operator Assistance;
5. Verification and Interruption;
6. Coin Telephone Toll Refund Requests;
7. Operator Number Identification (ONI);
8. Alternate Automated Billing Service (AABS); and
9. Automated Coin Telephone Service (ACTS)

B. Local Operator Assistance - This service includes:

1. Assisting customers requesting information as to how to complete calls;
2. Handling emergency calls of customers;
3. Verification/Interruption, including:

(a) Verifying no answer and busy conditions to public emergency numbers or to other numbers; and

(b) Interrupting busy conditions when the caller indicates a condition of extreme urgency involving danger to life or property;

4. Operator assisted local calls, including assisting customers requesting help in completing calls on a station, calling card, third number, collect, or person-to-person basis;
5. Alternative Automated Billing Services (AABS); and
6. Automated Coin Telephone Service (ACTS)

II. EQUIPMENT

Southern Bell will provide and maintain equipment at the serving office as necessary to perform the agreed upon services. Southland will provide and maintain such equipment in its exchanges as necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operating and traffic operating procedures which are standard in the Southern Bell office.

III. RECORDS

Southland will furnish to Southern Bell, in advance of the day when the exchange services work is begun, all information required by Southern Bell for establishing records necessary for furnishing the agreed upon services and will inform Southern Bell daily of any necessary changes, additions or deletions to be made in such records. Southern Bell shall not be responsible for, and Southland shall indemnify Southern Bell against, claims arising out of or resulting from erroneous records furnished by Southland in the provision of this service.

IV. INTEREXCHANGE CIRCUITS

A. Southland and Southern Bell will jointly provide circuits for the interexchange of operator services traffic either in whole or in part between the Southland exchange and Southern Bell office and will make such circuits available for use as necessary in connection with the toll and local assistance services provided under this Annex.

B. When local assistance services are provided on combined local/toll trunk groups, a local usage factor will be developed to apply to the mileage rate calculation to recover local costs as described in Section V, following.

V. BASIS OF CHARGES

Southern Bell will receive compensation from Southland for the provision of Operator Assistance Services to Southland subscribers through application of the following formulas:

A. LOCAL ASSISTANCE

Monthly Compensation = Local Operator Assistance Work Seconds x $.0113, plus the number of Local Mechanized Operator Assistance Calls x $.1060, plus applicable interexchange transport rates from the Point of Connection (POC) to the Wire Center structure housing the equipment where this traffic enters the Southern Bell network enroute to the Southern Bell Operator Center x the local usage factor.

The switching equipment where this traffic first enters the Southern Bell network will be either the Toll Center or the Access tandem, whichever is the first Southern Bell point of switching for a call from the Southland exchange.

The interexchange transport charge (DS1 or PL) will be applied to the number of trunks required to handle the traffic offered to Southern Bell for Operator Assistance, and will be either those rates contained in the Southern Bell Florida Access Service Tariff (DS1) or Florida Private Line Tariff (PL), whichever results in the lower monthly charge.

The local usage factor will be calculated by dividing the local operator work seconds by the total toll and local operator work seconds.

B. TOLL ASSISTANCE

Monthly Compensation = Toll Operator Assistance Work Seconds x $.0113, plus the number of Toll Mechanized Operator Assistance Calls x $.1060.

C. Southern Bell will separately charge for additional information requested by Southland or for services in excess of contracted operator services.

Operator Work Seconds will be provided from actual time and call type records. Should actual operator work seconds and mechanized call data be unavailable, Surrogate Billing will be computed by averaging the three most recent months actual data.

Charges are for the provision of the operator services function only, and are not to be construed to mean that Southland leases, rents, or otherwise controls any Southern Bell facility.

VI. SELECTIVE CLASS OF CALL SCREENING

Selective Class of Call Screening Service enables a customer, by means of operator identification to restrict outgoing toll calls from station users to only those calls which are charged to the called telephone, a third number or a Credit Card account. Inasmuch as Southland may elect to offer Selective Class of Call Screening Service to its customers, and to provide the appropriate technical and administrative support necessary to the provisioning of this service, Southern Bell will arrange for the appropriate restrictions of screened calls generated by Southland's customers.

Southern Bell will receive monthly compensation from Southland based on the rate included in Southern Bell's Florida General Subscriber Service Tariff, Section A7.4.5.A.1.a (3)(a) as follows:

Monthly compensation = Number of toll access lines equipped x monthly rate per line

VII. RESTRICTIONS

Southland shall not be permitted to subcontract any service to be provided to it under this contract to a third party except in the form of services provided under tariff or service which had, as of the date of this Annex, been provided by tariff.

VIII. TERM OF ANNEX

This Annex shall become effective on the date specified for one year and will continue in force and effect thereafter, unless terminated as provided herein or upon ninety (90) days written notice with or without cause from either party to the other. Six months notification by Southern Bell is required prior to changing the Operator Work Second rate from $.0113 or the Mechanized Assisted Call rate from $.1060. The Interexchange transport rate (PL/DS1) will vary as Public Service Commission orders provide for rate changes. This Annex, or its Exhibit or Supplements, 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 June, 1995.

Witness:

Robert J. Ashburn

SOUTHLAND TELEPHONE COMPANY

By Jefferson L. McCarthy
President/General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W. C. Sanders
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

EXHIBIT A
SERVING ARRANGEMENT

Effective January 1, 1991

The following Southland Exchanges will receive Operator Assistance Services as designated below:

Southland Company Exchange	First Southern Bell Point of Switching Office	V&H Coord.	Point of Connection V&H Coord.	Miles
Molino	Pensacola (PNSCFLBL)	8147;2200	8114;2246	10

Executed this 26th day of June, 1995.

Witness:

Robert J. DeSalvo

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 301

SUPPLEMENT NO. 3
TO
ANNEX 301

NUMBER SERVICES
(effective July 26, 1994)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeSalme By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX 301, NUMBER SERVICES
Effective July 26, 1994

Attached to and made a part of ANNEX 301, NUMBER SERVICES, effective July 26, 1994 between BELLSOUTH TELECOMMUNICATIONS, INC., and SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to implement Directory Assistance Database Service (DADS).

Section I. shall be amended to include the following paragraph:

D. Directory Assistance Database Service (DADS) - This is a service whereby BellSouth will provide local exchange subscriber name, address and telephone number listings solely for the customer's expressed purpose of providing Directory Assistance type services to its end users. Southland will participate in BellSouth's DADS service, as defined in BellSouth's Florida General Subscriber Services Tariff, Section A38. BellSouth will accordingly include Southland's DA data with BellSouth data provided to BellSouth's DADS customers.

Section V. shall be amended to include the following paragraph:

B. Directory Assistance Database Service (DADS) - BellSouth will compensate Southland for the use of it's data for this purpose by paying Southland $.02 per listing provided each time the Southland data is purchased by a BellSouth DADS customer.

Executed this 22nd day of February 1995.

Witness: SOUTHLAND TELEPHONE COMPANY

Stacy Strawbridge

By _____
President/General Manager

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy P. Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 301, NUMBER SERVICES

Effective June 9, 1994

Attached to and made a part of ANNEX 301, NUMBER SERVICES, effective June 9, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC., and SOUTHLAND TELEPHONE COMPANY.

This Supplement is issued to reflect the increase in the compensation rate for Electronic White Page Access Service to $.03.

The first paragraph of Part A of Section V of Annex 301 shall be modified to read:

"Compensation for the inclusion of Southland's Directory Assistance data in the Electronic White Page Service offering will be at a rate of three cents ($.03) per screen of Southland's data accessed".

Executed this 22nd day of February, 1995.

Witness: SOUTHLAND TELEPHONE COMPANY

Stacy Strawbridge

By: Jefferson Hilpert Jr.
President/General Manager

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy P Barnett

By: W C Sanders
Assistant Vice President

ANNEX 301
NUMBER SERVICES

This Annex, effective June 9, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia, hereinafter called "BellSouth" and SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, hereinafter called "Southland", sets forth the basic provisions under which BellSouth will furnish certain Number Services to Southland.

I. NUMBER SERVICES

Number Services will be provided for exchanges specified in Exhibit A to this Annex. Number Services are generally defined as follows:

A. Intercept - This service includes automatic or operator intercept for number disconnects, number changes with a call reference, or numbers requiring special announcements.

B. Directory Assistance (DA) - This service includes providing local and intrastate number service to BellSouth or Southland customers.

C. Electronic White Page Access Service - This service authorizes the inclusion of the DA data of Southland with BellSouth's data for direct access by BellSouth customers, Interexchange Carriers and/or their customers, via a terminal. This will be an automatic interface to Directory Assistance, bypassing the operator. Non-published customer information will be excluded from the Electronic White Page data base. The Electronic White Page System will restrict access to users with designated user identification codes and passwords.

The existing service order flow updating the Directory Assistance data base will update the Electronic White Page data base. Maintenance of the Electronic White Page data base will be provided in the same manner as the existing Directory Assistance System.

II. EQUIPMENT

The company providing Number Services will provide and maintain such equipment at the serving office as is necessary to perform the agreed upon number services. The other company will provide and maintain such equipment in its exchanges as is necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operation and traffic operating procedures which are standard in the providing company's office.

III. RECORDS

The company providing Number Services will be furnished by the other company, in advance of the day when the Number Services work is begun, all information required by the providing company for establishing records necessary for furnishing the agreed upon services. The other company will inform the providing company daily of any necessary changes, additions or deletions to be made in such records. The providing company shall not be responsible for, and the other company shall indemnify the providing company against, claims arising out of or resulting from erroneous records furnished by the other company hereunder.

IV. BASIS OF CHARGES

The providing company will be paid by the other company monthly for Number Services the charges as stated in the following schedules:

A. Intercept - The monthly charge per access line for each exchange for which Intercept service is provided will be $.163.

B. Directory Assistance - Charges for this service will be at the rate of thirty cents ($.30) per Local Directory Assistance call originated by subscribers of the non-providing company.

C. Either company may separately charge for additional information requested by the other company or for services in excess of contracted Number Services.

V. BASIS OF COMPENSATION

A. Electronic White Page Service - Compensation for the inclusion of Southland's Directory Assistance data in the Electronic White Page service offering will be at a rate of one cent ($.01) per screen of Southland's data accessed.

Each month, BellSouth will prepare and remit to Southland statements which shall include data necessary for determining revenues and compensation associated with the Electronic White Page service offering. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statement.

VI. RESTRICTIONS

The non-providing company shall not be permitted to subcontract any service to be provided to it hereunder to a third party except in the form of services provided under tariff or a service which had, as of the date of this Annex, been provided by tariff.

VII. 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 3rd day of October, 1994.

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX 301 - NUMBER SERVICES
EXHIBIT A
SERVING ARRANGEMENT

Effective June 9, 1994

The following exchanges will receive Number Services as designated below:

Company Providing Service	Other Company Exchange	Services Performed At Directory Assistance
BellSouth	Molino	Pensacola

Executed this 3rd day of October, 1994.

Witness: SOUTHLAND TELEPHONE COMPANY

Mary Strawbridge By _____
President/General Manager

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

Annex XI

(302)

SUPPLEMENT NO. 1
TO
ANNEX 302

(FORMERLY ANNEX XI)
ACCOUNTING SERVICES
(effective January 1, 1988)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 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, hereinafter referred to as Southland, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Southland may include:

a. Recording
b. Rating
c. Message Distribution
d. Message Transmission (CMDS I/STARS)
e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for Southland.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Southland.

4. Where Southern Bell provides recording and rating for Southland, Southern Bell shall generate and submit sample message records for Southland to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for Southland, Southern Bell will generate and provide usage detail records to Southland.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Southland revenues for IntraLATA Intercompany Settlements (ICS) messages. Southland will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to Southland within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for Southland in connection with messages not recorded and rated by Southern Bell, Southland shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Southland the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Southland to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Southland will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Southland.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by Southland in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Southland shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 26th day of July , 1988 .

WITNESS:

SOUTHLAND TELEPHONE COMPANY

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between SOUTHLAND TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

Type of Activity		RATES		
		INTRASTATE INTERLATA	INTERSTATE INTERLATA	INTRASTATE INTRALATA
(1)	Message Recording, per message recorded	$ .0078	$ .00114	$ .0078*
(2)	Message Processing (rating), per message processed	$ .0093	$ .00288	$ .0093*
(3)	DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,			
	- per record transmitted	$ .003	$ .003	$ .003*
	- per record received	$ .003	$ .003	$ .003*
(4)	STARS, per record input to the sampling process by Southern Bell	$ .0011	$ .0011	$ .0011*

* - charges waived during MABC transition period, Jan., 1988 - Dec., 1991

Executed this 26th day of July , 1988 .

WITNESS:

Thomas F. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and SOUTHLAND TELEPHONE COMPANY.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 26th day of July , 1988 .

WITNESS:

Thomas F. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex
307

SUPPLEMENT NO. 1
TO
ANNEX 307

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION
(effective March 14, 1995)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. Delahunt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

ANNEX 307

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

This Annex, effective March 14, 1995, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Georgia, herein called "BellSouth", and Southland Telephone Company, a corporation organized and existing under the laws of the State of Alabama, herein called "Southland", sets forth the terms and conditions regarding Common Channel Signaling System 7 (CCS7) network interconnection between Southland and BellSouth.

SECTION I
SCOPE OF ANNEX

This Annex and its Exhibits set forth the terms and conditions for the provisioning of CCS7 capabilities and services by BellSouth to Southland for the provisioning of access, intraLATA toll and local exchange voice and data service. Specific capabilities and services shall be identified in Exhibits to this Annex.

SECTION II
DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

A-Links - A-Links are CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point.

B-Links - B-Links are CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four (quad) B-Links to interconnect two pairs of Signaling Transfer Points.

Common Channel Signaling System 7 (CCS7) - A network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Integrated Services Digital Network User Part (ISUP) - ISUP provides the Signaling System 7 application-level communications necessary for a variety of signaling services, including call set up and disconnect.

Network Identification Code (NIC) - A 24-bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identity Field, Network Cluster Field and Cluster Member Field.

Service Control Point (SCP) - A real-time data base system that contains instructions on how public switched messages are to be routed and handled by the public switched network.

Service Management System (SMS) - The main operational support and control system of all Advanced Intelligent Network Services, including 800 Data Base Service.

Service Switching Points (SSPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability to communicate with the Service Control Points (data bases) in order to obtain call handling instructions.

Signaling Link - A full duplex 56/64 Kilobit digital data circuit used to transport CCS7/SS7 signals between signaling nodes.

Signaling Points (SPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability of call setup/teardown and call routing using CCS7 technology.

Signaling System 7 (SS7) - A protocol, or set of communications procedures, used in common channel signaling for passing routing information between telecommunication switches and signaling network nodes.

Signaling Transfer Points (STPs) - The packet switches in the CCS7 network as defined by the Bellcore "Signaling Transfer Point Generic Requirements" document TR-TSY-000082 used to route SS7 signaling information between signaling network nodes for processing call setup and routing intelligence.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Transaction Capabilities Application Part (TCAP) - TCAP provides application-level functions for special Common Channel Signaling Services provided by the Stored Program Control System (SPCS). Service information exchange between the SPCS and a network database would typically be defined within TCAP.

SECTION III
PHYSICAL CONNECTION

3.01. Southland interconnection with BellSouth for CCS7 signaling capability shall require two full duplex 56 Kilobit digital data links (A-Links) per Southland Signaling Point or Service Switching Point, or four full duplex 56 Kilobit data links (B-Links) per Southland Signaling Transfer Point pair. All links shall meet BellSouth's reliability and transmission specification requirements.

3.02. Each company shall be responsible for the installation and maintenance of the portion of the signaling links within its respective territory up to the Points of Connection between the companies, specified in Exhibit C to the Basic Agreement.

3.03. Message (voice or data) trunks shall be converted from Multi-frequency (MF) to SS7-capable trunks, as required, for CCS7 signaling capabilities.

3.04. All Southland signaling nodes and links shall meet BellSouth's SS7 protocol operational compatibility assurance requirements. These may include, but are not limited to, BellSouth's Guide To Technical Publication TR-TSV-000905 (Common Channel Signaling Network Interface Specifications), TR-TSV-000954 (Common Channel Signaling Network Interface Specifications - Additional Material Supporting Alternate Billing Services (ABS)), TA-TSV-000962 (Common Channel Signaling Network Interface Specifications Supporting ISDN), TA-TAP-001004 (Operations Guidelines for Common Channel Signaling Interface Specifications), TR-NPL-000246 (Message Transfer Part (MTP)), Signaling Connection Control Part (SCCP), ISDN User Part (ISDN-UP), Transaction Capabilities Application Part (TCAP), TR-TSY-000394 (Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDN-UP)) and TR-TSY-000317 (Call Control Using The ISDN User Part). Additional specifications documents may be listed in the individual Exhibits to this Annex.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

3.05. CCS7 interconnection shall make available to Southland call setup and data base access capabilities and services as defined in the Exhibits to this Annex and as allowed by legal and regulatory authorities.

3.06. Southland shall not utilize its interconnection with BellSouth's CCS7 network for transport of any other company's SS7 signals, or for transport of SS7 signals from any other CCS7 network provider's CCS7 network, without written permission from BellSouth.

SECTION IV
CCS7 NETWORK IDENTIFICATION CODES

4.01. Southland shall obtain and utilize its own Network Identification Code (NIC) for interconnection purposes when interconnecting its Signaling Points or Service Switching Points at the A-Link level. Southland will be responsible for code assignments and will be responsible for notifying BellSouth and other CCS7 network providers of such code assignments and the services for which they will be used.

4.02. Due to the complexities and potential Southland signaling network downtime required when changing working NICs, Southland agrees to give BellSouth written notice of any NIC change six months prior to the effective date of the NIC change.

SECTION V
COMPENSATION

5.01. Compensation for the services and capabilities provided under this Annex are set forth in the Exhibits included in and made a part of this Annex.

SECTION VI
AMENDMENTS AND WAIVERS

6.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both Companies.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

6.02. In addition, no course of dealing or failure of either Company to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VII
TERM OF ANNEX

7.01. This Annex and its Exhibits shall remain in effect until canceled by either Company with or without cause upon giving the other Company six months written notice thereof, and shall be subject to termination liability as reflected in individual exhibits, supplements or attachments made a part of this Annex.

7.02. Cancellation of the entire Annex will include cancellation of all exhibits, supplements and attachments thereof; however such cancellation shall not negate any termination liability specified in individual exhibits, supplements or attachments.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 16th day of May, 1995.

Witness:

Robert J. Delahoz
Asst. Secretary / Asst. Treasurer

SOUTHLAND TELEPHONE COMPANY

By _____
President/~~General Manager~~

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

EXHIBIT A
A-LINK CHARGE FOR CCS7 INTERCONNECTION

Effective March 14, 1995

Attached to and made a part of ANNEX 307, Common Channel Signaling System 7 Interconnection, effective March 14, 1995, between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth" and Southland Telephone Company, hereinafter called "Southland".

SECTION I
BASIS OF COMPENSATION

1.00. For each CCS7 A-Link termination on a BellSouth Local Signaling Transfer Point (LSTP) switch for the purpose of Southland interconnection with the BellSouth CCS7 network, the following charges to Southland shall apply:

$350 per A-Link per month.

1.01. This A-Link charge represents access to BellSouth's CCS7 network for ISUP AND TCAP capabilities only and does not preclude charges for additional features and services.

1.02. Identification of individual A-Links covered under this Exhibit shall be provided in Attachment 1 to this Exhibit.

1.03. BellSouth agrees to retain the monthly rate of $350 per A-Link for three (3) years from the execution date of this Annex unless the existing pricing structure must be altered to conform with regulatory or legal requirements, or such changes are agreed to by both parties.

1.04. In the event Southland cancels this Exhibit, Supplements and/or Attachments made a part thereof, resulting in the disconnection of interconnecting A-Links, Southland agrees to pay a per link termination charge equal to $5,000 minus ($5,000 multiplied by X/36), where X equals the number of months between the turn-up date and the turn-down date of the canceled links. Fractional months shall be rounded to the nearest whole month.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.04 (Con't)

For example, if 14.4 months had passed between the turn-up and turn-down date for two A-Links, the termination charge would be:

$5,000 - $5,000 x 14/36 = $5,000 - $1,944 = $3,056 per link.

Therefore, the total termination charge would be $3,056 per link x 2 links = $6,112.00.

After three (3) years from the turn-up date of a set of A-Links, any termination liability to Southland for those links shall cease. This termination charge or portions thereof may be waived by written agreement from BellSouth.

Executed this 16th day of May, 19 95.

Witness:

Robert H. Delahoy
Asst. Secretary / Asst. Treasurer

SOUTHLAND TELEPHONE COMPANY

By _____
President ~~/General Manager~~

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective March 14, 1995

Attached to and part of Exhibit A, effective March 14, 1995, to Annex 307, Signaling System 7 Interconnection, effective March 14, 1995, between BELLSOUTH TELECOMMUNICATIONS, INC. and Southland Telephone Company.

IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links provided subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of Co.'s Signaling Point
PNSCFLWA21W	MOLNFLXADSO
PNSCFLBL21W	MOLNFLXADSO

Executed this 16th day of May, 19 95.

Witness:

Asst. Secretary / Asst. Treasurer

SOUTHLAND TELEPHONE COMPANY

By _____
President ~~/General Manager~~

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 503

SUPPLEMENT NO. 1
TO
ANNEX 503

CUSTOMER INFORMATION EXCHANGE
(effective April 1, 1993)

EFFECTIVE: April 22, 1995

In Docket No. 950027-TL, Order No. PSC-95-0472-FOF-TL the Florida Public Service Commission on April 12, 1995 granted the petition of SOUTHLAND TELEPHONE COMPANY and acknowledged a change in corporate name from SOUTHLAND TELEPHONE COMPANY to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

By virtue of this order it is agreed that the above Agreement shall be amended to reflect the change of SOUTHLAND TELEPHONE COMPANY's name to FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Executed this 26th day of June, 1995.

Witness: FRONTIER COMMUNICATIONS OF THE SOUTH, INC.

Robert J. DeLaluna

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and SOUTHLAND TELEPHONE COMPANY, a corporation under the Laws of the State of Alabama, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 26th day of August, 1993.

Witness: SOUTHLAND TELEPHONE COMPANY

Stacy Strawbridge By _____
President/General Manager

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

960786-TL

Indiantown

RRB 11-15-04

DECLASSIFIED

(Part 10 of 12)

DOCUMENT NUMBER-DATE
09064 SEP 10 05
FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: November 17, 1995

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., and INDIANTOWN TELEPHONE SYSTEM, INC..

This Supplement is issued to recognize the cancellation of Annex 106 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	- Extended Area Service
114	- E911 Service
200	- IntraLATA Joint Provisioning
201	- Access Service Provisioning

300 - Operator Services

301 - Number Services

302 - Accounting Services

307 - Common Channel Signaling System 7 Interconnection

308 - Facilities Maintenance

310 - 800 SMS Responsible Organization Services

503 - Customer Information Exchange

Executed the 17th day of November, 1995.

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

_____

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: September 21, 1994

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., and INDIANTOWN TELEPHONE SYSTEM, INC..

This Supplement is issued to implement Annex 307 and 310, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning

300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
307		- Common Channel Signaling System 7 Interconnection
308	XXII	- Facilities Maintenance
310		- 800 SMS Responsible Organization Services
503		- Customer Information Exchange

Executed the 21st day of September, 1994.

Witness:

Mary Ann Hatt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : June 25, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and INDIANTOWN TELEPHONE SYSTEM, INC..

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning

300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
308	XXII	- Facilities Maintenance
503		- Customer Information Exchange

Executed the 25th day of June , 1993.

Witness:

Mary Ann Hart

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and INDIANTOWN TELEPHONE SYSTEM, INC..

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
100	XXIX	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	IntraLATA/Intra-Market Foreign Exchange Service
109-A	III	Intrastate Joint Access Revenue Distribution
109-E	IV	Interstate Joint Access Revenue Distribution
110-A	XXIV	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	Distribution of Intestate Revenue and Usage Information for Feature Group A Access Services
113	V	Extended Area Service
114	XIV	E911 Service
200	X	IntraLATA Joint Provisioning
201	XV	Access Service Provisioning

300	IX	Operator Services
301	XVI	Number Services
302	XI	Accounting Services
308	XXII	Facilities Maintenance

Executed the 29th day of April, 1993

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective May 26, 1992

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and INDIANTOWN TELEPHONE SYSTEM, INC..

This Supplement is issued to recognize the addition of Annex V, Extended Area Service, 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 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 IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XIV - E911 Service

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXII - Facilities Maintenance

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 26th day of May, 1992

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Cynthia Adams

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective August 27, 1990

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

This Supplement is issued to reflect Indiantown's assumption of recording functions.

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

Traffic Originating At	Traffic Terminating At	Function Performed
Indiantown	All Points	Automatic Number Identification (ANI) and Traffic Recording (LAMA)

Executed this 2nd day of October , 1990 .

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: May 22, 1989

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

This Supplement is issued to recognize the addition of 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 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 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 22nd day of May , 19 89 .

Witness:

INDIANTOWN TELEPHONE SYSTEM INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

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

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

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. 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 extend such costs are agreed to by both parties of this Agreement.

6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tarif or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.

7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.

9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.

10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.

11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.

12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange, intralata toll, and access service.

13. EXPENSES assignable to services by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.

14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

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

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.

16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.

18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.

19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U.S. District Court for the District of Columbia.)

20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.

21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.

22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.

23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication witin 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 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 staton. (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 informatoin of the user's choosing, without change in the form or content of the information as sent or received.

55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".

56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 22nd day of May 1989.

WITNESS:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

WITNESS

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: Oct. 29, 1986

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

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

~~Annex II - Intrastate IntraLATA/Intra Market Toll Services (Average Schedule)~~ Not applicable.

Annex III - Intrastate Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

~~Annex V - Extended Area Service~~ Not applicable

~~Annex VI - Circuit Facility Rental~~ Not applicable.

Annex VII - IntraLATA/Intra-Market Foreign Exchange Service

~~Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service~~ Not applicable.

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XII - Exchange Access Facility Lease Not applicable.

Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.

Annex XIV - E911 Not applicable.

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 29th day of Oct., 1986.

Witness:

INDIANTOWN TELEPHONE SYSTEM INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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

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

SECTION I
SCOPE OF THE AGREEMENT

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

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 5th day of January, 1984.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

~~Annex II - Intrastate IntraLATA/Intra Market Toll Services (Average Schedule)~~ Not applicable.

Annex III - Intrastate Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

~~Annex V - Extended Area Service~~ Not applicable

~~Annex VI - Circuit Facility Rental~~ Not applicable.

Annex VII - IntraLATA/Intra-Market Foreign Exchange Service

~~Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service~~ Not applicable.

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XII - ~~Exchange Access Facility Lease~~ Not applicable.

Annex XIII - ~~Floor Space, Power, Testing and Equipment~~ Not applicable.

Annex XIV - ~~E911~~ Not applicable.

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Executed the 5th day of January , 19 84 .

Witness:

Charles L. Dennis

INDIANTOWN TELEPHONE SYSTEM INC.

By Robert M. Post
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burns
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

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

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

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICS) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.

5. BOOK COSTS assignable to services covered by this Agreement 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 Independnet 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 aginst 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 5th day of January, 1984.

Witness:

Charles L Dennis

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burns
Assistant Vice President

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 1, 1984

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

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA
Indiantown	West Palm Beach	Southeast Florida

POINT OF CONNECTION

V/H COORD.	DESCRIPTION
8149; 0690	A point on State Road 710 at the boundary between the Indiantown certificated area and the Bell Company's certificated area.

Executed this 5th day of January, 19 84.

Witness:

Charles L Dennis

INDIANTOWN TELEPHONE SYSTEM, INC.

By Robert M Post
President

Witness:

S D K. Ally

SOUTHERN BELL TEL. AND TEL. COMPANY

By R T Burns
Assistant Vice President

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

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

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

Traffic Originating At	Traffic Terminating At	Function Performed
Indiantown	All Points	Automatic Number Identification (ANI)

Executed this 5th day of January, 19 84.

Witness:

Charles L. Dennis

INDIANTOWN TELEPHONE SYSTEM, INC.

By Robert M. Post
President

Witness:

Sue Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burns
Assistant Vice President

Annex XXIX

(100)

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 , 19 90.

Witness:

Mary Ann Hart

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

This Annex, effective the 1st day of January, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Georgia (herein called "Southern Bell"), and 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:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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

Dorothy Bennett

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)	TOTAL
Southeast	BCRTFLBT	1.75	.06	1.81
	BCRTFLMA	33.25	.06	33.31
	BCRTFLSA	3.50	.06	3.56
	BGPIFLMA	1.75	.06	1.81
	BLGLFLSE	43.75	.06	43.81
	BYBHFLMA	26.25	.06	26.31
	DLBHFLKP	14.00	.06	14.06
	DLBHFLMA	7.00	.06	7.06
	DRBHFLMA	31.50	.06	31.56
	FTLDFLAP	3.50	.06	3.56
	FTLDFLCR	35.00	.06	35.06
	FTLDFLCY	5.25	.06	5.31
	FTLDFLJA	24.50	.06	24.56
	FTLDFLMR	73.50	.06	73.56
	FTLDFLOA	29.75	.06	29.81
	FTLDFLPL	71.75	.06	71.81
	FTLDFLSU	28.00	.06	28.06
	FTLDFLWN	1.75	.06	1.81
	FTPRFLMA	99.75	.06	99.81
	HBSDFLMA	119.00	.06	119.06
	HLWDFLHA	21.00	.06	21.06
	HLWDFLMA	24.50	.06	24.56
	HLWDFLPE	35.00	.06	35.06
	HLWDFLWH	45.50	.06	45.56
	HMSTFLHM	24.50	.06	24.56
	HMSTFLNA	8.75	.06	8.81
	HTISFLMA	33.25	.06	33.31
	ISLMFLMA	1.75	.06	1.81
	JPTRFLMA	33.25	.06	33.31
	KYLRFLLS	1.75	.06	1.81
	KYLRFLMA	1.75	.06	1.81
	KYWSFLMA	14.00	.06	14.06

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

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's 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

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

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	TOTAL
Southeast	SBSTFLFE	1.75	.06	1.81
	SBSTFLMA	1.75	.06	1.81
	SGKYFLMA	1.75	.06	1.81
	STRTFLMA	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	2441.00

II. For Southern Bell payments to Indiantown:

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

Executed the 22nd day of May , 1989 .

Witness:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XXVIII

(106)

SUPPLEMENT NO. 5
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 9, 1992

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

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$110,784
1991 Preliminary Settlements	$142,250
Net Due BellSouth	$31,466

Upon the execution of this supplement BellSouth will debit the account of Indiantown in the amount of $31,466 in final settlement for Private Line business for the period January 1, 1991 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, 1992.

Witness: INDIANTOWN TELEPHONE SYSTEM

Mary Ann Holt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued November 14, 1991

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between Indiantown Telephone System and Southern Bell Telephone and Telegraph Company. It replaces Supplement No. 3, issued October 22, 1991 which is no longer valid.

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

	Private Line
1990 Study Costs	$108,409
1990 Preliminary Settlements	$116,400
Net Due Bell	$ 7,991

Upon the execution of this supplement Bell will debit the account of Indiantown in the amount of $7,991 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

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

Executed this 21st day of February, 1992.

Witness:

Mary Ann Holt

Witness:

Dorothy Bennett

INDIANTOWN TELEPHONE SYSTEM

By _____
President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Issued October 22, 1991

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

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

	Private Line
1990 Study Costs	$108,409
1990 Preliminary Settlements	$103,602
Net Due Indiantown Telephone System	$ 4,807

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of $4,807 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

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

Executed this 7th day of November, 1991.

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Issued October 9, 1990

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

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

	Private Line
1989 Study Costs	$141,330
1989 Preliminary Settlements	89,015
Net Due Indiantown	$ 52,315

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of $52,315 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

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

Executed this 7th day of November, 1990.

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

IntraLATA Private Line

Meet Point Billing Option

[X] Single Bill/Single Tariff

[ ] Multiple Bill/Multiple Tariff

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

INDIANTOWN TELEPHONE SYSTEM, INC.
Company

Charles L. Dennis
Name/Title
CHARLES L. DENNIS
VICE PRESIDENT-OPERATIONS
SOUTHERN BELL

08/15/90
Date

C. M. Rodger, Jr.
Name/Title
Operation Manager

8/30/90
Date

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

Issued September 5, 1989

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

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

	Private Line
1988 Study Costs	$ 82,647
1988 Preliminary Settlements	$116,000
Net Due Bell	$ 33,353

Upon the execution of this supplement Bell will debit the account of Indiantown in the amount of $33,353 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

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

Executed this 6th day of November, 1989.

WITNESS:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXVIII

INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

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

I. TRAFFIC COVERED BY THIS ANNEX

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

II. INDIANTOWN EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

The billing company will collect all charges payable by customers for IntraLATA/Intra-Market Area Interexchange Private Line Services originating or terminating on its system (including associated Indirect Companies) in accordance with related tariff provisions and will account for and be responsible to the other for the latter's portion thereof. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to the inspection by the other party upon reasonable request. Each party will furnish to the other such information as may reasonably be required for monthly compensation and statistical purposes. Compensation statements hereunder will be rendered monthly by Southern Bell to Indiantown and remittance in full wiill 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 13th day of September, 19 89.

Witness:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

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

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

I. METHOD OF COMPENSATION

A. Indiantown shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures as defined in Section II of this Exhibit; less

2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Indiantown; plus

3. An amount to give Indiantown the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.

B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Indiantown a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Indiantown; less

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.

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:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called "Indiantown". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 22nd day of October , 1992 .

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

Annex III

(109-A)

MEMORANDUM OF UNDERSTANDING
JOINT ACCESS DATA EXCHANGE

This Memorandum of Understanding outlines the agreement between BellSouth Telecommunications, Inc. a corporation under the laws of the State of Georgia, herein called "BellSouth", and Indiantown Telephone System, Inc. a corporation under the laws of the State of Florida, herein called "Indiantown", regarding responsibilities and liabilities for data retention and exchange for jointly provided access services.

WHEREAS, BellSouth and Indiantown are engaged in the joint provisioning and coordinated billing of certain access services;

WHEREAS, the successful coordinated billing of such jointly provided services requires the recording of certain access message detail information and the sharing of billing information in accordance with industry standards;

WHEREAS, as a part of such joint provisioning and coordinated billing, BellSouth and Indiantown have agreed upon the circumstances under which each company is to perform the recording functions, i.e., to be the "recording company", and the circumstances under which each company is to perform the initial billing company functions, i.e, to be the "Initial Billing Company," and/or the subsequent billing company functions, i.e., to be the "Subsequent Billing Company";

NOW THEREFORE, BellSouth and Indiantown hereby agree as follows:

1. When either company acts as the recording company, it shall furnish (or cause to be furnished) to the other company access message detail information no later than sixty days after the date such information was recorded.

2. When either company acts as the Initial Billing Company, it must provide the other (the Subsequent Billing Company) such information as may reasonably be required, in accordance with industry standards, in order for the Subsequent Billing Company to provide timely monthly billing, and such information must be provided no more than ten days after the Initial Billing Company renders its bill to the access customers involved.

3. If either company becomes unable to meet the foregoing requirements, it shall notify the other company as soon as practicable after such inability becomes evident so that the other company can notify its customers in order that any revenue accruals associated with the delayed recording or billing information can be accomplished.

4. As business requirements change, data reporting requirements may be modified as necessary by the parties hereto by written modification to this memorandum of understanding, signed by both parties.

5. Where either company (the "Billing Guarantee company") has notified the other company (the "other company") that the Billing Guarantee company has a Billing Guarantee Practice under which access revenues are determined to be unbillable if not billed within the timeframes established under the guidelines of such practice, the other company shall be liable to the Billing Guarantee company for any access revenues which are unbillable under such practice and its guidelines as a result of the other company's actions or omissions (and/or as a result of the actions or omissions of the other company's agents and contractors). The Billing Guarantee company shall provide complete documentation to the other company to substantiate its claim of unbillable access revenues, and the parties shall attempt to negotiate a settlement.

6. When either company acts as the recording company, it shall retain, for a minimum period of forty-five (45) days after it has exchanged the access message detail information with the other company, such access message detail information as is sufficient to recreate any data which is lost or damaged. The recording company shall recreate and provide to the other company the lost or damaged data within forty-eight (48) hours of notification that such data has been lost or damaged, and the other company shall process the recreated data within forty-eight (48) hours of receipt of such data at its processing center.

Executed this 21st day of September, 1994.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

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

This Supplement is issued to change the Switched Access Meet Point Billing option between the companies to Single Bill/Multiple Tariff from Single Bill/Single Tariff, and to allow the end office company to perform Initial Billing Company (IBC) functions.

Section III, A of the AMENDMENT shall be changed to read:

A. Switched Access

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

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

The facility routes...

Section III, B of the AMENDMENT shall be changed to read:

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option...

Executed this *2nd* day of *April*, 19 *92*.

Witness:

Mary Ann Hoot

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

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

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

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

Executed this 3rd day of July , 1990.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

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

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

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

III. COMPENSATION

B. Special Access

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

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

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

I. JOINT TRANSPORT

B. Special Access

Compensation between companies reflecting the percentages filed in the NECA tariff F.C.C. No. 4 shall be made monthly between the parties as appropriate.

Executed this 1st day of June , 19 90.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President
For.

SUPPLEMENT NO. 5
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

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

I. PURPOSE

The purpose of meet point billing and this amendment is to replace the existing method of billing 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 Indiantown is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and Indiantown will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport 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 22nd day of May , 1989.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

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

This Attachment describes revenue distribution procedures applicable to those jointly provided Intrastate access services which are "Meet Point Billed" as reflected in the above referenced Amendment. 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:

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

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 22nd day of May , XXXX1989.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT 4

Issued November 12, 1986

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

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

	INTERLATA ACCESS
1985 Study Costs	$ 165,838
1985 Preliminary Settlements	$ 148,437
Net Due Indiantown	$ 17,401

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of $17,401 in final settlement for Intrastate Access Services for the period January 1, 1985 through December 31, 1985.

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

Executed this 19th day of January, 1987.

WITNESS:

Joan P. DelliSanti

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

WITNESS:

A.M. Barkley

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT 3

Issued December 17, 1985

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

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

	INTERLATA ACCESS
1984 Study Costs	$ 331,885
1984 Preliminary Settlements	294,238
Net Due Indiantown	$ 37,647

Upon the execution of this supplement Bell will credit the account of Indiantown in the amount of $37,647 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

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

Executed this 13th day, of January, 1986.

WITNESS:

INDIANTOWN TELEPHONE SYSTEM, INC.

Joan P. DelliGatti

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Sm Barkley

By _____
Assistant Vice President

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

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

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

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 4th day of October, 19 85.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

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

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

I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.

II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:

A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:

1. Switched Access;
2. Special Access;
3. Billing and Collecting; and
4. Directory Assistance

B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:

1. All or part of Local Transport;
2. Recording of Intrastate InterLATA Messages; and
3. Message processing of Intrastate InterLATA Messages.

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

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

Approved and executed this 4th day of October, 19 85 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
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 INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. JOINT LOCAL TRANSPORT

The End Office Company shall compensate the POP Company for Local Transport based on the following ownership percentage. The ownership percentage is based on sharing the Carrier termination portion of Local Transport equally, if each Company owns carrier termination equipment; and the line-haul portion of Local Transport based on a percentage of air-line miles owned by each Company. Ownership percentage will be re-computed at such time as the Point of Connection for the primary interconnecting facility route changes.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at West Palm Beach	Indiantown	35	65

II. RECORDING AND MESSAGE PROCESSING

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

Executed the 4th day of October, 19 85 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

This Exhibit, attached to and made part of Annex III, Intrastate Access Revenue Distribution, effective January 1, 1984, is made effective July 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called the Independent Company. This Exhibit is made in order to more clearly define the rights and obligations of the parties under Annex III, Intrastate Access Revenue Distribution between them effective January 1, 1984 and to discharge all such obligations to each other as soon as practicable 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 separations principles and procedures as incorporated into Parts 67 and 69 of the Federal Communications Commission's Rules and Regulations and as amended and in effect at the time to which the settlement or settlement adjustment relates. Other modifications if agreed to by both parties may be incorporated into the study.

V. REVIEW PROCEDURES

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

VI. TERM OF AGREEMENT

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

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 4th day of October, 19 85 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

Replaced by Supplement C Oct, 85

ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

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

I. TRAFFIC COVERED BY THIS ANNEX

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

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

II. INDEPENDENT COMPANY EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING AND IDENTIFICATION

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

VI. MONTHLY COMPENSATION

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

VII. BASIS OF COMPENSATION

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

VIII. DEFAULTS OR VIOLATIONS

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

IX. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 5th day of January, 19 84 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

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 INDIANTOWN TELEPHONE SYSTEM, INC., hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

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

I. METHOD OF COMPENSATION

A. The Independent Company will report all revenues for Intrastate Access services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures as defined in Section II of this Exhibit; plus

2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less

3. The intrastate access portion of the interest charged construction of the Independent Company; plus

4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to intrastate access services as the pool's achieved return on the average net book costs of property devoted to intrastate access services.

B. Within ten (10) working days following the close of a calendar month, the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate access revenues defined herein billed by the Independent Company; less

2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

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

C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units, and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year; however, the schedule may be modified throughout the year if agreed to by both parties.

D. Uncollectible revenues, as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Billing Company. Documented fraud, responsible company returns not complete and not in standard format and ICS messages will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

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

B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.

C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Traffic separations factors shall be based on traffic studies of seven (7) calendar days duration. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

D. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.

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

III. SEPARATIONS STUDIES REVISIONS

A. The Independent Company shall prepare revised separation studies annually. Such studies shall be completed under normal circumstances within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.

B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

III. SEPARATIONS STUDIES REVISIONS

A. The Independent Company shall prepare revised separation studies annually. Such studies shall be completed under normal circumstances within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.

B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B, the following settlement adjustments shall be applicable:

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed, starting with the seventh (7th) month following the close of the study period; and

2. Any retroactive compensation amount due the Bell Company shall be increased each month, beginning with the seventh (7th) month following the close of the study period, by an amount of interest. Monthly interest rates used in this calculation shall equal one-twelfth (1/12) of the annual study rate of return.

If the Bell Company failed to meet its obligations:

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

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

IV. SYSTEM OF ACCOUNTS

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

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

V. RIGHT OF REVIEW

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

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

VI. STATE REGULATORY MATTERS

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

Executed this 5th day of January, 19 84.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

Annex IV
(109E)

MEMORANDUM OF UNDERSTANDING
JOINT ACCESS DATA EXCHANGE

This Memorandum of Understanding outlines the agreement between BellSouth Telecommunications, Inc. a corporation under the laws of the State of Georgia, herein called "BellSouth", and Indiantown Telephone System, Inc. a corporation under the laws of the State of Florida, herein called "Indiantown", regarding responsibilities and liabilities for data retention and exchange for jointly provided access services.

WHEREAS, BellSouth and Indiantown are engaged in the joint provisioning and coordinated billing of certain access services;

WHEREAS, the successful coordinated billing of such jointly provided services requires the recording of certain access message detail information and the sharing of billing information in accordance with industry standards;

WHEREAS, as a part of such joint provisioning and coordinated billing, BellSouth and Indiantown have agreed upon the circumstances under which each company is to perform the recording functions, i.e., to be the "recording company", and the circumstances under which each company is to perform the initial billing company functions, i.e, to be the "Initial Billing Company," and/or the subsequent billing company functions, i.e., to be the "Subsequent Billing Company";

NOW THEREFORE, BellSouth and Indiantown hereby agree as follows:

1. When either company acts as the recording company, it shall furnish (or cause to be furnished) to the other company access message detail information no later than sixty days after the date such information was recorded.

2. When either company acts as the Initial Billing Company, it must provide the other (the Subsequent Billing Company) such information as may reasonably be required, in accordance with industry standards, in order for the Subsequent Billing Company to provide timely monthly billing, and such information must be provided no more than ten days after the Initial Billing Company renders its bill to the access customers involved.

3. If either company becomes unable to meet the foregoing requirements, it shall notify the other company as soon as practicable after such inability becomes evident so that the other company can notify its customers in order that any revenue accruals associated with the delayed recording or billing information can be accomplished.

4. As business requirements change, data reporting requirements may be modified as necessary by the parties hereto by written modification to this memorandum of understanding, signed by both parties.

5. Where either company (the "Billing Guarantee company") has notified the other company (the "other company") that the Billing Guarantee company has a Billing Guarantee Practice under which access revenues are determined to be unbillable if not billed within the timeframes established under the guidelines of such practice, the other company shall be liable to the Billing Guarantee company for any access revenues which are unbillable under such practice and its guidelines as a result of the other company's actions or omissions (and/or as a result of the actions or omissions of the other company's agents and contractors). The Billing Guarantee company shall provide complete documentation to the other company to substantiate its claim of unbillable access revenues, and the parties shall attempt to negotiate a settlement.

6. When either company acts as the recording company, it shall retain, for a minimum period of forty-five (45) days after it has exchanged the access message detail information with the other company, such access message detail information as is sufficient to recreate any data which is lost or damaged. The recording company shall recreate and provide to the other company the lost or damaged data within forty-eight (48) hours of notification that such data has been lost or damaged, and the other company shall process the recreated data within forty-eight (48) hours of receipt of such data at its processing center.

Executed this 21st day of September, 19 94.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX IV

INTERSTATE JOINT REVENUE DISTRIBUTION

Effective April 1, 1992

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT REVENUE DISTRIBUTION effective January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM 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.

Section III, A of the AMENDMENT shall be changed to read:

A. Switched Access

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

The Initial Billing Company (IBC) shall compensate the Subsequent Billing Company (SBC) for services and facilities provided by the SBC at the SBC's interstate access tariff rates notwithstanding any instructions of the access customer to the contrary. The IBC will render the bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes...

Section III, B of the AMENDMENT shall be changed to read:

B. Special Access

The billing option arrangement to be used by the parties will be Multiple Bill/Multiple Tariff. The billing option...

Executed this 2nd day of April , 19 92 .

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

"In order to implement meet point billing for Interstate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and INDIANTOWN TELEPHONE SYSTEM, INC. (hereinafter "Indiantown") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 17th day of July , 1990.

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and INDIANTOWN TELEPHONE SYSTEM, INC. (hereinafter "Indiantown") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

The billing option selected and used by the parties shall be 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 interstate access tariff rates notwithstanding any instructions of the access customer to the contrary. For the purposes of this Amendment Indiantown is the Initial Billing Company (IBC), Southern Bell is the Subsequent Billing Company (SBC), and Indiantown will render their bill to the access customer for the purpose of this billing arrangement. It is the obligation of the Initial Billing Company to notify the access customer if the parties hereto select a different billing arrangement.

The facility routes which are jointly owned and provided by the companies are identified in Exhibit C of the Basic Agreement. The percentages associated with the portions of the local transport 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.

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 22nd day of May , XXXX1989.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia herein called the Bell Company, and INDIANTOWN TELEPHONE SYSTEM, 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, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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 5th day of January, 19 84 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.

II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this day of , 19 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By
Assistant Vice President

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between INDIANTOWN TELEPHONE SYSTEM, INC. 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at West Palm Beach	Indiantown	35	65

II. RECORDING AND MESSAGE PROCESSING

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

Executed the 5th day of January , 19 84 .

Witness:

Charles L. Dennis

INDIANTOWN TELEPHONE SYSTEM, INC.

By Robert M. Post
President

Witness:

Jon Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Burns
Assistant Vice President

Annex XXIV

(110A)

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985, between INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2nd day of February 1987.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX

(110E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 13th day of September 1989 .

WITNESS:

Mary Ann Hart

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By _____
Assistant Vice President
for

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between INDIANTOWN TELEPHONE SYSTEM, INC., a Corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2 day of OCT, 1986.

Witness:

Charles L Dawson

INDIANTOWN TELEPHONE SYSTEM, INC.

By Rafael M Post
President

Witness:

J M Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By J Brooks
Assistant Vice President

Annex II

(113)

ANNEX V
EXTENDED AREA SERVICE

THIS ANNEX, effective April 1, 1992, between INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida (herein called "Indiantown"), and BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia (herein called "BellSouth"), sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of Indiantown and exchanges of BellSouth.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. To the extent not in conflict with applicable regulatory authority, telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not a part of this Annex. When EAS is furnished at an exchange with measured service, each call from the exchange with measured service to an extended area service point shall be considered a local call. The exchanges served by EAS under the terms hereof are listed in Exhibit A attached to and made a part hereof.

II. PHYSICAL CONNECTION

Indiantown and BellSouth shall interconnect their telephone systems for the provision of EAS at points of connection listed in Exhibit C, attached to the Basic Agreement between the companies.

To the extent not in conflict with applicable regulatory authority, interexchange trunks designated for use for EAS shall not be used by either company for toll traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment (including EAS tandems) or for other local central office equipment provided or used in the interchange of EAS under this Annex.

V. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks between the points specified in Exhibit A hereto and sufficient interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

VI. DIRECTORY SERVICES AND DIRECTORY ASSISTANCE

Each company, and its directory vendors, will abide by the rules and regulations of the Florida Public Service Commission or Florida Legislature concerning the provision of telephone white page listings to its subscribers for the Extended Service Area.

Each company or its directory vendor will provide, at its own expense, directory listings and directory assistance service to its subscribers covering all exchanges and subscribers within the Extended Service Area. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement. Directory listings will be provided by each company to the other via service orders, magnetic tapes or camera ready proofs at no charge to either company. In the event one company provides Directory Assistance to the other, the required EAS directory listing will be extracted from the Directory Assistance database solely for purposes of providing Commission mandated EAS directories to the general body of subscribers in the EAS area.

VII. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VIII. COMPENSATION

Each company will provide, by ownership or lease from the other company, the entire EAS trunk facilities between its central offices and the boundary with the connecting company.

IX. TERM

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

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 26th day of May , 19 92 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX V

EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective April 1, 1992

Attached to and made a part of ANNEX V, EXTENDED AREA SERVICE, effective April 1, 1992, between INDIANTOWN TELEPHONE SYSTEM, INC., and BELLSOUTH TELECOMMUNICATIONS, INC..

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between	and BellSouth
Indiantown Exchange	Exchange
Indiantown	Stuart

Executed this 26th day of May , 1992 .

Witness:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Cynthia Adams

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex XIV

(114)

ANNEX XIV
E911 SERVICE

This Annex, effective the 1st day of January, 1987 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called Bell, and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, hereinafter called Indiantown, sets forth the terms and conditions upon which the Bell Company will provide Indiantown connection to the E911 System serving Martin County, Florida.

I. GENERAL

A. E911 Service is comprised of three (3) features.

1. AUTOMATIC NUMBER IDENTIFICATION (ANI) which automatically forwards the telephone number of the calling party to E911 Control (Tandem Switching) Office from which it is switched to the Public Safety Answering Point (PSAP) and displayed at an attendant position console;

2. SELECTIVE ROUTING (SR) which provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party; and

3. AUTOMATIC LOCATION IDENTIFICATION (ALI) forwards the name and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with street address of the telephone number at the main location.

B. E911 Service is offered in five (5) configurations of the basic features of which the customer must select at least one. The feature configurations are:

1. Automatic Number Identification (ANI);
2. Selective Routing (SR);
3. Automatic Number Identification and Selective Routing;
4. Automatic Number Identification and Automatic Location Identification (ALI); and
5. Automatic Number Identification, Selective Routing and Automatic Location Identification

C. Each of the five (5) E911 feature configurations include the following as standard features:

1. Forced Disconnect which is a function of the special 911 trunk circuit in the end office and enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines;

2. Default Routing which activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes (such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed);

3. Alternate Routing which allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (Night Service);

4. Manual Transfer which enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone of the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code; and

5. Speed Calling (Abbreviated Dialing) which enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

II. AGREEMENT

The Bell Company agrees to provide connection to the above indicated E911 System for the Indiantown System's exchange listed in Exhibit A, attached to and made a part of this Annex. Such connection, the charges for which are included in Exhibit B, attached to and made a part of this Annex, includes the following:

A. Transporting the E911 calls from the Indiantown System's exchange listed in Exhibit A to the Switching Control Office of the E911 System;

B. Switching the E911 calls from the Indiantown System's exchange through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations;

C. Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from the Indiantown System's exchange in an electronic data base of the E911 Data Management System (DMS); and

D. Displaying the telephone numbers of the Indiantown System's customers calling 911 along with the associated names and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate location.

III. EQUIPMENT

The Bell Company shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as the Bell Company determines is necessary to perform the E911 Services set forth in paragraph I above.

IV. CIRCUITS BETWEEN THE INDIANTOWN SYSTEM AND THE BELL COMPANY

The Indiantown System and the Bell Company shall provide and maintain sufficient interoffice dedicated E911 circuits, routed in the same manner as existing Message Toll and Special Service circuits, and central office equipment so that adequate and sufficient service will be furnished at all times to the customers of the Indiantown System's exchange listed in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

In the event the traffic between the Indiantown System and the Bell Company E911 switch is considered to be interLATA, the Bell Company will undertake to order sufficient interLATA facilities from an interexchange carrier so that good service will be furnished at all times to the customers of the Indiantown System's exchange listed in Exhibit A. The Bell Company will also undertake to receive billing and submit payment of the interexchange carrier's lawfully tariffed charges for interLATA facilities.

V. BASIS OF REVENUE DISTRIBUTION

The Indiantown System's exchange covered by this Annex is listed in Exhibit A. The Bell Company will bill and collect all charges for the E911 Service Area and shall remit to the Indiantown System its portion of the charges as determined in accordance with Exhibit B to this Annex. E911 terminal equipment, i.e., Public Service Answering Positions (PSAPs), provided by either company will be billed separately at tariff rates filed by that company. Each company will retain the PSAP revenues it bills.

VI. MONTHLY PAYMENTS

The Bell Company will render to the Indiantown System monthly statements showing the amounts determined as provided in Section V above and payment in full will be remitted to the Indiantown System within thirty (30) days thereafter.

VII. METHODS AND PRACTICES

With respect to all matters covered by this agreement, the Indiantown System will adopt and comply with standard operating methods and practices comparable to those of the Bell Company and will observe the rules and regulations of the lawfully established tariff, which covers the provision of E911 Service.

VIII. RECORDS

The Indiantown System shall furnish to the Bell Company, in advance of the day when the E911 Service is established, all information required by the Bell Company to establish records necessary for furnishing the services set forth in Section I above and shall promptly inform the Bell Company of any necessary changes to be made in such records.

IX. LIABILITY

The Bell Company's liability to the Indiantown System, Indiantown's 911 calling parties or any other parties or persons for any loss or damages arising from errors, interruptions, omissions, delays, defects, failures, or malfunctions of the E911 Service or any part thereof whether caused by the negligence of the Bell Company or otherwise shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charges for the services affected during the period of time that the services were fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

The Indiantown System agrees to release, indemnify, defend and hold harmless the Bell Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, including the Bell Company's negligence, sole or otherwise, arising out of Indiantown System's customers's use of the E911 Service whether suffered, made, instituted or asserted by the Indiantown System, its customers or by any other parties or persons, for any personal loss or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Indiantown System, its customers or others.

The Indiantown System also agrees to release, indemnify, defend and hold harmless the Bell Company from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Bell Company, the Indiantown System, the E911 Agency, its users, municipalities, or the employees or agents or any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, the Bell Company fails to perform any of the duties hereby accepted by it, or violates any provision of this agreement, the Bell Company shall not be liable to the Indiantown System for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to the Bell Company for any period during which it fails to perform the duties accepted by it hereunder.

X. TERM OF ANNEX

This Annex shall become effective on the date specified and shall continue in force and effect for one (1) year, and thereafter, unless terminated by ninety (90) days written notice from either party to the other.

IN WITNESS WHEREOF, the parties have caused this Annex to be executed on their behalf by their duly authorized officers this 6th day of March, 1987.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
E911 EXCHANGES

EFFECTIVE JANUARY 1, 1987

Attached to and made a part of the E911 SERVICE ANNEX XIV effective January 1, 1987 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company and INDIANTOWN TELEPHONE SYSTEM, INC., hereinafter call the Indiantown System.

The E911 Services described in Section I of E911 Service Annex shall be provided for the Indiantown System exchange listed below:

Indiantown System Exchange	E911 System Features to be provided Indiantown System Exchange				
	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Indiantown					X

The Bell Company will perform or cause to be performed all functions necessary to provide the above service(s) except that the Indiantown System shall perform the following functions:

Indiantown System Exchange	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Indiantown	X				

Dated this 6TH day of March, 1987.

Witness:

Charles L. Dunn

INDIANTOWN TELEPHONE SYSTEM, INC.

By Robert M. Post
President

Witness:

A. Barkley

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By J. Brooks
Assistant Vice President

EXHIBIT B
E911 REVENUE DISTRIBUTION

EFFECTIVE JANUARY 1, 1987

Attached to and made a part of the E911 SERVICE ANNEX XIV effective January 1, 1987, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company, and INDIANTOWN TELEPHONE SYSTEM, INC., hereinafter called the Indiantown System.

I. REVENUE DISTRIBUTION-E911 SERVICE

The Bell Company shall distribute to the Indiantown System a portion of monthly revenues billed for the provision of E911 Service as described in Section I of the E911 Service Annex. The amounts due the Indiantown System shall be determined from the following schedule for each exchange listed in Exhibit A to the identified Annex:

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification	$42.30	$465.00
Selective Routing	-	-
Combined Automatic Number Identification and Selective Routing	-	-
Combined Automatic Number and Automatic Location Identification and Selective Routing	-	-

Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals, coin telephone access lines, access lines on temporary suspension of service arrangements and others, if any.

For purposes of this Exhibit B, the number of access lines in the Indiantown exchange listed in Exhibit A of this Annex shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement under this Agreement for that year.

II. REVENUE DISTRIBUTION-E911 FACILITIES

The Bell Company shall distribute to the Indiantown System a portion of the monthly revenue for provision of interoffice dedicated E911 circuits based upon the Indiantown System's proportional ownership of the circuit route. The revenue distribution will be developed per circuit, per month. The Indiantown System's proportional ownership will be determined by dividing the circuit route miles owned by the Indiantown System by the total route miles of the circuit. The circuit routes and associated ownership percentage for each exchange of the Indiantown System are as follows:

Exchange	Circuit Route Miles		Total Circuit Miles	Indiantown System Ownership Percentage
	Indiantown	Bell		
Indiantown	18.0	58.0	76.0	24%

The Indiantown System ownership percentage shall be applied to the rated charges from the appropriate tariff for the circuits provided. No other compensation or revenue distribution will be due the Indiantown System for provision of said circuits, and these circuits will be excluded from compensation under other Annexes to this Agreement.

III. REVENUE DISTRIBUTION-E911 PREPARATION COSTS

E911 preparation costs cover central office modifications, trunking equipment, data base creation, etc. and are billed to the E911 customer as initial non-recurring charges. These costs as declared by the Indiantown System and included in the total service establishment costs as accepted by the customer, amount to $1500.00. Southern Bell shall pay to the Indiantown System these costs immediately upon receipt of the payment of such non-recurring costs by the county.

Dated this 6th day of March, 1987.

Witness:

Charles L Dennis

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

J M Barkley

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex X

(200)

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called "Indiantown", sets forth the terms and conditions of the functions that each company will perform in jointly provisioning IntraLATA Services. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and intraLATA toll services. Indiantown will from time to time be required to provide the appropriate data, forecast, operational personnel and test equipment support necessary to complete the functions of this Annex. The functions to be performed are Planning, Provisioning and Maintenance.

A. Planning - Southern Bell will conduct studies to determine growth and technological requirements for joint transmission facilities, switching systems and operator service systems to handle forecasted traffic demand in the most economical manner. Southern Bell will be responsible for overall intraLATA forecasts, to include joint local, private line, WATS, 800 and Message Telecommunications Services (MTS). Indiantown will be responsible for providing appropriate growth and forecast data for its franchised service area for use in the studies. The studies to be provided are:

1. Long Range Studies used to produce optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Trunk Forecasts used in projecting demand for services required in developing long and short range studies.

B. Provisioning

1. Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying Indiantown of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

c. Controlling Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying Indiantown of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to Indiantown meet or exceed accepted industry levels; and

2. Provide Indiantown the necessary technical and administrative standards required to establish and/or maintain service.

B. Indiantown will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 11th day of June , 1991 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Hart

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 11th day of June , 1991 .

Witness:

Mary Ann Hall

INDIANTOWN TELEPHONE
SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XV

(201)

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called "Indiantown", sets forth the terms and conditions of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within Indiantown's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with Indiantown forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 13th day of September, 1989.

WITNESS:

Mary Ann Hutt

INDIANTOWN TELEPHONE SYSTEM, INC.

By Robert M Post
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM, INC.

For each of the following types of Access Services, provided jointly by the companies in the Southeast Florida LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 13th day of September , 19 89.

WITNESS:

Mary Ann Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By Robert M Post
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex IX

(300)

SUPPLEMENT NO. 3
TO
ANNEX 300
OPERATOR SERVICES

Effective January 1, 1994

This Supplement, attached to and made a part of Annex 300, Operator Services, formerly Annex IX, effective January 1, 1991 between INDIANTOWN TELEPHONE SYSTEM, INC. and BELLSOUTH TELECOMMUNICATIONS, INC., formerly Southern Bell, sets forth the compensation schedule for the provision of Operator Services by BellSouth to Indiantown.

Billing by BellSouth for all charges associated with Local Operator Assistance, as specified in Annex 300, shall commence effective January 1, 1994.

Billing by BellSouth for all charges associated with IntraLATA Toll Operator Assistance, as specified in Annex 300, shall be phased in as follows:

100% payable beginning January 1, 1994

Executed this 28th day of April, 1994.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy P. Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IX
OPERATOR SERVICES

Effective August 1, 1991

This Supplement, attached to and made a part of Annex IX, which became effective January 1, 1991, between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, authorizes Southern Bell to provide OPERATOR TRANSFER SERVICE for subscribers of Indiantown in obtaining interLATA service.

The following section shall be added to the Annex:

IX. OPERATOR TRANSFER SERVICE

Operator Transfer Service (OTS) provides a means for the Southern Bell operator to route an end user's call to an interLATA service provider who has subscribed to OTS when the end user requests interLATA service.

Southern Bell will deliver end users' requests for interLATA service to the interLATA service provider location in the LATA of the end user. All rates and charges as specified in the BellSouth F.C.C. No. 4 Tariff, Section 18.1.5,and the Florida Access Services Tariff, Section E.18, will apply and will be billed by Southern Bell to the interLATA service provider for each end user request for interLATA service transferred to the interLATA service provider.

Southern Bell will provide to Indiantown prior to offering its OTS to an interLATA service provider, the contact name, address and telephone number of each such provider.

Executed this 3rd day of October, 19___.

Witness:

Mary Ann Holt

Witness:

Carmen Woodbury

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX IX, OPERATOR SERVICES

Effective January 1, 1991

This Supplement, attached to and made a part of Annex IX, Operator Services, effective January 1, 1991 between INDIANTOWN TELEPHONE SYSTEM, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, sets forth the compensation schedule for the provision of Operator Services by Southern Bell to Indiantown.

Billing by Southern Bell for all charges associated with Local Operator Assistance, as specified in Annex IX, shall commence effective January 1, 1992.

Billing by Southern Bell for all charges associated with IntraLATA Toll Operator Assistance, as specified in Annex IX, shall be phased in as follows:

10%	payable beginning January 1, 1992
28%	payable beginning January 1, 1993
46%	payable beginning January 1, 1994
64%	payable beginning January 1, 1995
82%	payable beginning January 1, 1996
100%	payable beginning January 1, 1997

Indiantown agrees, upon execution of this Supplement to withdraw from the proceedings in Docket No. 910074-TL, Petition to Resolve Dispute Concerning Proposed Changes by Southern Bell Telephone and Telegraph Company to ALLTEL Florida, Inc., Indiantown Telephone System, Inc., Northeast Florida Telephone Company and Southland Telephone Company.

Executed this 3rd day of October, 1991.

Witness:

Sarah Hutton

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

This Annex, effective January 1, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, hereinafter called "Indiantown" sets forth the basic provisions under which Southern Bell will furnish Operator Services to Indiantown.

This Annex supercedes Annex IX, effective October 1, 1986, in its entirety along with all Exhibits, Attachments, and Supplements thereto.

I. OPERATOR SERVICES

Southern Bell will provide Toll and Local Operator Assistance Services for exchange(s) of Indiantown as specified in Exhibit A to this Annex. Operator Assistance Services are generally defined as follows:

A. Toll Operator Assistance - This service includes, but is not limited to, the use of mechanized operator systems and various support systems which may from time to time be introduced and utilized in various operating centers. Toll Operator Services include:

1. Operator Assisted Toll Completion;
2. Time and Charges;
3. Calling Card Verification;
4. Toll Operator Assistance;
5. Verification and Interruption;
6. Coin Telephone Toll Refund Requests;
7. Operator Number Identification (ONI);
8. Alternate Automated Billing Service (AABS); and
9. Automated Coin Telephone Service (ACTS)

B. Local Operator Assistance - This service includes:

1. Assisting customers requesting information as to how to complete calls;
2. Handling emergency calls of customers;
3. Verification/Interruption, including:

(a) Verifying no answer and busy conditions to public emergency numbers or to other numbers; and

(b) Interrupting busy conditions when the caller indicates a condition of extreme urgency involving danger to life or property;

4. Operator assisted local calls, including assisting customers requesting help in completing calls on a station, calling card, third number, collect, or person-to-person basis;
5. Alternative Automated Billing Services (AABS); and
6. Automated Coin Telephone Service (ACTS)

II. EQUIPMENT

Southern Bell will provide and maintain equipment at the serving office as necessary to perform the agreed upon services. Indiantown will provide and maintain such equipment in its exchanges as necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operating and traffic operating procedures which are standard in the Southern Bell office.

III. RECORDS

Indiantown will furnish to Southern Bell, in advance of the day when the exchange services work is begun, all information required by Southern Bell for establishing records necessary for furnishing the agreed upon services and will inform Southern Bell daily of any necessary changes, additions or deletions to be made in such records. Southern Bell shall not be responsible for, and Indiantown shall indemnify Southern Bell against, claims arising out of or resulting from erroneous records furnished by Indiantown in the provision of this service.

IV. INTEREXCHANGE CIRCUITS

A. Indiantown and Southern Bell will jointly provide circuits for the interexchange of operator services traffic either in whole or in part between the Indiantown exchange and Southern Bell office and will make such circuits available for use as necessary in connection with the toll and local assistance services provided under this Annex.

B. When local assistance services are provided on combined local/toll trunk groups, a local usage factor will be developed to apply to the mileage rate calculation to recover local costs as described in Section V, following.

V. BASIS OF CHARGES

Southern Bell will receive compensation from Indiantown for the provision of Operator Assistance Services to Indiantown subscribers through application of the following formulas:

A. LOCAL ASSISTANCE

Monthly Compensation = Local Operator Assistance Work Seconds x $.0113, plus the number of Local Mechanized Operator Assistance Calls x $.1060, plus applicable interexchange transport rates from the Point of Connection (POC) to the Wire Center structure housing the equipment where this traffic enters the Southern Bell network enroute to the Southern Bell Operator Center x the local usage factor.

The switching equipment where this traffic first enters the Southern Bell network will be either the Toll Center or the Access tandem, whichever is the first Southern Bell point of switching for a call from the Indiantown exchange.

The interexchange transport charge (DS1 or PL) will be applied to the number of trunks required to handle the traffic offered to Southern Bell for Operator Assistance, and will be either those rates contained in the Southern Bell Florida Access Service Tariff (DS1) or Florida Private Line Tariff (PL), whichever results in the lower monthly charge.

The local usage factor will be calculated by dividing the local operator work seconds by the total toll and local operator work seconds.

B. TOLL ASSISTANCE

Monthly Compensation = Toll Operator Assistance Work Seconds x $.0113, plus the number of Toll Mechanized Operator Assistance Calls x $.1060.

C. Southern Bell will separately charge for additional information requested by Indiantown or for services in excess of contracted operator services.

Operator Work Seconds will be provided from actual time and call type records. Should actual operator work seconds and mechanized call data be unavailable, Surrogate Billing will be computed by averaging the three most recent months actual data.

Charges are for the provision of the operator services function only, and are not to be construed to mean that Indiantown leases, rents, or otherwise controls any Southern Bell facility.

VI. SELECTIVE CLASS OF CALL SCREENING

Selective Class of Call Screening Service enables a customer, by means of operator identification to restrict outgoing toll calls from station users to only those calls which are charged to the called telephone, a third number or a Credit Card account. Inasmuch as Indiantown may elect to offer Selective Class of Call Screening Service to its customers, and to provide the appropriate technical and administrative support necessary to the provisioning of this service, Southern Bell will arrange for the appropriate restrictions of screened calls generated by Indiantown's customers.

Southern Bell will receive monthly compensation from Indiantown based on the rate included in Southern Bell's Florida General Subscriber Service Tariff, Section A7.4.5.A.1.a (3)(a) as follows:

Monthly compensation = Number of toll access lines equipped x monthly rate per line

VII. RESTRICTIONS

Indiantown shall not be permitted to subcontract any service to be provided to it under this contract to a third party except in the form of services provided under tariff or service which had, as of the date of this Annex, been provided by tariff.

VIII. TERM OF ANNEX

This Annex shall become effective on the date specified for one year and will continue in force and effect thereafter, unless terminated as provided herein or upon ninety (90) days written notice with or without cause from either party to the other. Six months notification by Southern Bell is required prior to changing the Operator Work Second rate from $.0113 or the Mechanized Assisted Call rate from $.1060. The Interexchange transport rate (PL/DS1) will vary as Public Service Commission orders provide for rate changes. This Annex, or its Exhibit or Supplements, 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 3rd day of October, 1991.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Sarah Huehn

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

EXHIBIT A
SERVING ARRANGEMENT

Effective January 1, 1991

The following Indiantown Exchanges will receive Operator Assistance Services as designated below:

Indiantown Company Exchange	First Southern Bell Point of Switching Office	V&H Coord.	Point of Connection V&H Coord.	Miles
Indiantown	West Palm Beach (WPBHFLGROSO)	8142;0629	8149;0690	19

Executed this 3rd day of October, 1991.

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XVI

(301)

SUPPLEMENT NO. 2
TO
ANNEX 301, NUMBER SERVICES
Effective July 26, 1994

Attached to and made a part of ANNEX 301, NUMBER SERVICES, effective July 26, 1994 between BELLSOUTH TELECOMMUNICATIONS, INC., and INDIANTOWN TELEPHONE SYSTEM, INC.

This Supplement is issued to implement Directory Assistance Database Service (DADS).

Section I. shall be amended to include the following paragraph:

D. Directory Assistance Database Service (DADS) - This is a service whereby BellSouth will provide local exchange subscriber name, address and telephone number listings solely for the customer's expressed purpose of providing Directory Assistance type services to its end users. Indiantown will participate in BellSouth's DADS service, as defined in BellSouth's Florida General Subscriber Services Tariff, Section A38. BellSouth will accordingly include Indiantown's DA data with BellSouth data provided to BellSouth's DADS customers.

Section V. shall be amended to include the following paragraph:

B. Directory Assistance Database Service (DADS) - BellSouth will compensate Indiantown for the use of it's data for this purpose by paying Indiantown $.02 per listing provided each time the Indiantown data is purchased by a BellSouth DADS customer.

Executed this 26th day of September 1994.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Hall

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Benson

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 301, NUMBER SERVICES

Effective: January 1, 1993

Attached to and made a part of ANNEX 301, formerly "ANNEX XVI", NUMBER SERVICES, effective July 15, 1991, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and INDIANTOWN TELEPHONE SYSTEM, INC.

This Supplement is issued to reflect the increase in the compensation rate for Electronic White Page Access Service to $.03.

The first paragraph of part A of Section V of Annex 301 shall be modified to read:

"Compensation for the inclusion of Indiantown's Directory Assistance data in the Electronic White Page Service offering will be at a rate of three cents ($.03) per screen of Indiantown's data accessed."

Executed this 25th day of June, 1993.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

ANNEX XVI
NUMBER SERVICES

This Annex, effective July 15, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell" and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, hereinafter called "Indiantown", sets forth the basic provisions under which Southern Bell will furnish certain Number Services to Indiantown.

This Annex supercedes in its entirety any previously executed Annex XVI, along with all Exhibits, Attachments and Supplements thereto.

I. NUMBER SERVICES

Number Services will be provided for exchanges specified in Exhibit A to this Annex. Number Services are generally defined as follows:

A. Directory Assistance (DA) - This service includes providing local and intrastate number service to Southern Bell or Indiantown customers.

B. Electronic White Page Access Service - This service authorizes the inclusion of the DA data of Indiantown with Southern Bell's data for direct access by Southern Bell customers, Interexchange Carriers and/or their customers, via a terminal. This will be an automatic interface to Directory Assistance, bypassing the operator. Non-published customer information will be excluded from the Electronic White Page data base. The Electronic White Page System will restrict access to users with designated user identification codes and passwords.

The existing service order flow updating the Directory Assistance data base will update the Electronic White Page data base. Maintenance of the Electronic White Page data base will be provided in the same manner as the existing Directory Assistance System.

II. EQUIPMENT

The company providing Number Services will provide and maintain such equipment at the serving office as is necessary to perform the agreed upon number services. The other company will provide and maintain such equipment in its exchanges as is necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operation and traffic operating procedures which are standard in the providing company's office.

III. RECORDS

The company providing Number Services will be furnished by the other company, in advance of the day when the Number Services work is begun, all information required by the providing company for establishing records necessary for furnishing the agreed upon services. The other company will inform the providing company daily of any necessary changes, additions or deletions to be made in such records. The providing company shall not be responsible for, and the other company shall indemnify the providing company against, claims arising out of or resulting from erroneous records furnished by the other company hereunder.

IV. BASIS OF CHARGES

The providing company will be paid by the other company monthly for Number Services the charges as stated in the following schedules:

A. Directory Assistance - Charges for this service will be at the rate of thirty cents ($.30) per Local Directory Assistance call originated by subscribers of the non-providing company.

B. Either company may separately charge for additional information requested by the other company or for services in excess of contracted Number Services.

V. BASIS OF COMPENSATION

A. Electronic White Page Service - Compensation for the inclusion of Indiantown's Directory Assistance data in the Electronic White Page service offering will be at a rate of one cent ($.01) per screen of Indiantown's data accessed.

Each month, Southern Bell will prepare and remit to Indiantown statements which shall include data necessary for determining revenues and compensation associated with the Electronic White Page service offering. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statement.

VI. RESTRICTIONS

The non-providing company shall not be permitted to subcontract any service to be provided to it hereunder to a third party except in the form of services provided under tariff or a service which had, as of the date of this Annex, been provided by tariff.

VII. 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 August, 1991.

Witness:

Mary Anne Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XVI - NUMBER SERVICES
EXHIBIT A
SERVING ARRANGEMENT

Effective July 15, 1991

The following exchanges will receive Number Services as designated below:

Company Providing Service	Other Company Exchange	Services Performed At Directory Assistance*
Southern Bell	Indiantown	Ft. Lauderdale

* Electronic White Page Access Service is provided for the same locations that utilize Directory Assistance Service.

Executed this 9th day of August, 1991.

Witness:

Mary Anne Holt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XI

(302)

Southern Bell

C. M. Rodgers, Jr.
Operations Manager -
State Forecast and Bell-Independent Relations

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

May 17, 1989

Mr. Charles L. Dennis
Manager - Operations/Regulatory
Indiantown Telephone System
Post Office Box 277
Indiantown, Florida 34956

Dear Mr. Dennis:

This Memorandum of Understanding amends Annex No. XI, Accounting Services, between our companies effective January 1, 1988 concerning the recording and rating of interstate WATS, interstate 800 Service and Canadian 800 Service messages and usage originated by subscribers of Indiantown Telephone System.

Pursuant to AT&T's request, effective January 1, 1989, Southern Bell will no longer rate any interstate WATS and 800 Service messages and Canadian 800 Service messages completed over facilities of AT&T; nonetheless, Southern Bell will continue to record WATS and 800 Service messages, pursuant to the terms and conditions of Annex XI, and charge your company for this recording function.

Southern Bell will forward all recorded AT&T interstate and Canadian WATS and 800 Service message recordings directly to AT&T for rating and billing to the customer. With this sole exception, all other message types which Southern Bell currently records and rates on behalf of your company will continue to be forwarded directly to you following existing procedures.

Southern Bell will not be liable for any damages or losses arising from or as a result of its transfer of recorded AT&T interstate and Canadian WATS and 800 Service messages to AT&T on your behalf. The parties further agree that Sections III and XIII of the "Basic Agreement" between the parties shall remain in full force and effect except as set forth above. The other terms of the Basic Agreement and Annex XI will also remain in full force and effect except as modified herein.

Please indicate your acknowledgment of this new arrangement by signing this Memorandum and returning one copy to me for my file. A second copy of this Memorandum is enclosed for your records.

Yours very truly,

Operations Manager
Southern Bell Telephone and
Telegraph Company

Acknowledged and
Accepted this 24th day of May, 1989.

By:
Title: Managaer-Operations/Regulatory

Witness

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and INDIANTOWN TELEPHONE SYSTEM, a corporation under the laws of the State of Florida, hereinafter referred to as Indiantown, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Indiantown may include:

a. Recording
b. Rating
c. Message Distribution
d. Message Transmission (CMDS I/STARS)
e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for Indiantown.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Indiantown.

4. Where Southern Bell provides recording and rating for Indiantown, Southern Bell shall generate and submit sample message records for Indiantown to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for Indiantown, Southern Bell will generate and provide usage detail records to Indiantown.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Indiantown revenues for IntraLATA Intercompany Settlements (ICS) messages. Indiantown will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to Indiantown within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for Indiantown in connection with messages not recorded and rated by Southern Bell, Indiantown shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Indiantown the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Indiantown to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Indiantown will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Indiantown.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by Indiantown in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Indiantown shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 22nd day of May , 19 89 .

WITNESS:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between INDIANTOWN TELEPHONE SYSTEM and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

Type of Activity		RATES INTRASTATE INTERLATA	RATES INTERSTATE INTERLATA
(1)	Message Recording, per message recorded	$ .0078	$ .00114
(2)	Message Processing (rating), per message processed	$ .0093	$ .00288
(3)	DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,		
	- per record transmitted	$ .003	$ .003
	_ per record received	$ .003	$ .003
(4)	STARS, per record input to the sampling process by Southern Bell	$ .0011	$ .0011

Executed this 22nd day of May , 1989.

WITNESS:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

WITNESS:

U

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and INDIANTOWN TELEPHONE SYSTEM.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 22nd day of May , 1989 .

WITNESS:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 307

ANNEX 307

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

This Annex, effective May 6, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Georgia, herein called "BellSouth", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation organized and existing under the laws of the State of Florida, herein called "Indiantown", sets forth the terms and conditions regarding Common Channel Signaling System 7 (CCS7) network interconnection between Indiantown and BellSouth.

SECTION I
SCOPE OF ANNEX

This Annex and its Exhibits set forth the terms and conditions for the provisioning of CCS7 capabilities and services by BellSouth to Indiantown for the provisioning of access, intraLATA toll and local exchange voice and data service. Specific capabilities and services shall be identified in Exhibits to this Annex.

SECTION II
DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

A-Links - A-Links are CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point.

B-Links - B-Links are CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four (quad) B-Links to interconnect two pairs of Signaling Transfer Points.

Common Channel Signaling System 7 (CCS7) - A network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

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Integrated Services Digital Network User Part (ISUP) - ISUP provides the Signaling System 7 application-level communications necessary for a variety of signaling services, including call set up and disconnect.

Network Identification Code (NIC) - A 24-bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identity Field, Network Cluster Field and Cluster Member Field.

Service Control Point (SCP) - A real-time data base system that contains instructions on how public switched messages are to be routed and handled by the public switched network.

Service Management System (SMS) - The main operational support and control system of all Advanced Intelligent Network Services, including 800 Data Base Service.

Service Switching Points (SSPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability to communicate with the Service Control Points (data bases) in order to obtain call handling instructions.

Signaling Link - A full duplex 56/64 Kilobit digital data circuit used to transport CCS7/SS7 signals between signaling nodes.

Signaling Points (SPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability of call setup/teardown and call routing using CCS7 technology.

Signaling System 7 (SS7) - A protocol, or set of communications procedures, used in common channel signaling for passing routing information between telecommunication switches and signaling network nodes.

Signaling Transfer Points (STPs) - The packet switches in the CCS7 network as defined by the Bellcore "Signaling Transfer Point Generic Requirements" document TR-TSY-000082 used to route SS7 signaling information between signaling network nodes for processing call setup and routing intelligence.

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Transaction Capabilities Application Part (TCAP) - TCAP provides application-level functions for special Common Channel Signaling Services provided by the Stored Program Control System (SPCS). Service information exchange between the SPCS and a network database would typically be defined within TCAP.

SECTION III
PHYSICAL CONNECTION

3.01. Indiantown interconnection with BellSouth for CCS7 signaling capability shall require two full duplex 56 Kilobit digital data links (A-Links) per Indiantown Signaling Point or Service Switching Point, or four full duplex 56 Kilobit data links (B-Links) per Indiantown Signaling Transfer Point pair. All links shall meet BellSouth's reliability and transmission specification requirements.

3.02. Each company shall be responsible for the installation and maintenance of the portion of the signaling links within its respective territory up to the Points of Connection between the companies, specified in Exhibit C to the Basic Agreement.

3.03. Message (voice or data) trunks shall be converted from Multi-frequency (MF) to SS7-capable trunks, as required, for CCS7 signaling capabilities.

3.04. All Indiantown signaling nodes and links shall meet BellSouth's SS7 protocol operational compatibility assurance requirements. These may include, but are not limited to, BellSouth's Guide To Technical Publication TR-TSV-000905 (Common Channel Signaling Network Interface Specifications), TR-TSV-000954 (Common Channel Signaling Network Interface Specifications - Additional Material Supporting Alternate Billing Services (ABS)), TA-TSV-000962 (Common Channel Signaling Network Interface Specifications Supporting ISDN), TA-TAP-001004 (Operations Guidelines for Common Channel Signaling Interface Specifications), TR-NPL-000246 (Message Transfer Part (MTP)), Signaling Connection Control Part (SCCP), ISDN User Part (ISDN-UP), Transaction Capabilities Application Part (TCAP), TR-TSY-000394 (Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDN-UP)) and TR-TSY-000317 (Call Control Using The ISDN User Part). Additional specifications documents may be listed in the individual Exhibits to this Annex.

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3.05. CCS7 interconnection shall make available to Indiantown call setup and data base access capabilities and services as defined in the Exhibits to this Annex and as allowed by legal and regulatory authorities.

3.06. Indiantown shall not utilize its interconnection with BellSouth's CCS7 network for transport of any other company's SS7 signals, or for transport of SS7 signals from any other CCS7 network provider's CCS7 network, without written permission from BellSouth.

SECTION IV
CCS7 NETWORK IDENTIFICATION CODES

4.01. Indiantown shall obtain and utilize its own Network Identification Code (NIC) for interconnection purposes when interconnecting its Signaling Points or Service Switching Points at the A-Link level, or when interconnecting its Signaling Transfer Points (or equivalent equipment) at the B-Link level.

4.02. Indiantown will be responsible for code assignments and will be responsible for notifying BellSouth and other CCS7 network providers of such code assignments and the services for which they will be used.

4.03. Due to the complexities and potential Indiantown signaling network downtime required when changing working NICs, Indiantown agrees to give BellSouth written notice of any NIC change six months prior to the effective date of the NIC change.

SECTION V
COMPENSATION

5.01. Compensation for the services and capabilities provided under this Annex are set forth in the Exhibits included in and made a part of this Annex.

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SECTION VI
AMENDMENTS AND WAIVERS

6.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both Companies.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

6.02. In addition, no course of dealing or failure of either Company to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VII
TERM OF ANNEX

7.01. This Annex and its Exhibits shall remain in effect until canceled by either Company with or without cause upon giving the other Company six months written notice thereof, and shall be subject to termination liability as reflected in individual exhibits, supplements or attachments made a part of this Annex.

7.02. Cancellation of the entire Annex will include cancellation of all exhibits, supplements and attachments thereof; however such cancellation shall not negate any termination liability specified in individual exhibits, supplements or attachments.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 21st day of September, 1994.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Hart

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

EXHIBIT A
A-LINK CHARGE FOR CCS7 INTERCONNECTION

Effective May 6, 1994

Attached to and made a part of ANNEX 307, Common Channel Signaling System 7 Interconnection, effective May 6, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth" and INDIANTOWN TELEPHONE SYSTEM, INC., hereinafter called "Indiantown".

SECTION I
BASIS OF COMPENSATION

1.00. For each CCS7 A-Link termination on a BellSouth Local Signaling Transfer Point (LSTP) switch for the purpose of Indiantown interconnection with the BellSouth CCS7 network, the following charges to Indiantown shall apply:

$350 per A-Link per month.

1.01. This A-Link charge represents access to BellSouth's CCS7 network for ISUP AND TCAP capabilities only and does not preclude charges for additional features and services.

1.02. Identification of individual A-Links covered under this Exhibit shall be provided in Attachment 1 to this Exhibit.

1.03. BellSouth agrees to retain the monthly rate of $350 per A-Link for three (3) years from the execution date of this Annex unless the existing pricing structure must be altered to conform with regulatory or legal requirements, or such changes are agreed to by both parties.

1.04. In the event Indiantown cancels this Exhibit, Supplements and/or Attachments made a part thereof, resulting in the disconnection of interconnecting A-Links, Indiantown agrees to pay a per link termination charge equal to $5,000 minus ($5,000 multiplied by X/36), where X equals the number of months between the turn-up date and the turn-down date of the canceled links. Fractional months shall be rounded to the nearest whole month.

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1.04 (Con't)

For example, if 14.4 months had passed between the turn-up and turn-down date for two A-Links, the termination charge would be:

$5,000 - $5,000 x 14/36 = $5,000 - $1,944 = $3,056 per link.

Therefore, the total termination charge would be $3,056 per link x 2 links = $6,112.00.

After three (3) years from the turn-up date of a set of A-Links, any termination liability to Indiantown for those links shall cease. This termination charge or portions thereof may be waived by written agreement from BellSouth.

Executed this 21st day of September, 1994.

Witness:

Mary Ann Hatt

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective May 6, 1994

Attached to and part of Exhibit A, effective May 6, 1994, to Annex 307, Common Channel Signaling System 7 Interconnection, effective May 6, 1994, between BELLSOUTH TELECOMMUNICATIONS, INC. and INDIANTOWN TELEPHONE SYSTEM, INC.

IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links provided subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of Co.'s Signaling Point
WPBHFLHH21W	INTWFLXADS0
WPBHFLGR21W	INTWFLXADSO

Executed this 21st day of September, 1994.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex XXII

(308)

ANNEX XXII
FACILITIES MAINTENANCE

This Annex, effective December 1, 1990, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Georgia, hereinafter called "Southern Bell", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter called "Indiantown", sets forth the terms and conditions for maintenance of telecommunications facilities as hereinafter described.

I. SCOPE OF THE ANNEX

This Annex sets forth the rights and obligations of the parties regarding the maintenance of intraLATA/interexchange facilities provided by either company for the other. This service, as detailed in this Annex and its Exhibits, encompasses maintenance of telecommunications facilities where such maintenance is not covered in Tariffs nor other Agreements or Annexes currently in effect between the parties.

II. METHODS AND PRACTICES

The parties agree that the maintenance of services or facilities under this Annex will meet the generally accepted industry performance standards, methods and practices for network quality in effect during the period of this Annex.

III. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

Restoration of service resulting from any cause whatsoever shall meet the following priorities. First restoration priority shall be afforded to those network elements and services affecting national security or emergency preparedness capabilities; second, those affecting public safety, health and welfare as identified by the appropriate government agencies; third, all remaining services shall be restored as expeditiously as practicable and in a nondiscriminatory manner.

IV. LIABILITY FOR OUTAGE

Southern Bell shall not be liable to Indiantown for any damages, losses, claims, suits, or liabilities of whatsoever kind of nature arising out of this contract unless such damages, losses,

claims, suits or liabilities arose out of the gross negligence or willful misconduct of Southern Bell's employees, agents, or contractors. Southern Bell's liability for any losses, claims, suits, damages or liabilities resulting from the gross negligence or willful misconduct of its employees, agents, affiliates or contractors shall be limited to an amount equal to that portion of the charges owned under this Annex from Indiantown to Southern Bell and attributable to the plant for the duration of the outage and shall be based on a proportionate reduction of such charges. Any claim or demand for credit as a result of any such outage shall be waived unless presented in writing within one year after the date of the outage.

V. ACCESS TO COMPANY PREMISES

Indiantown agrees to provide to Southern Bell all necessary access to its premises, including but not limited to central offices, manholes, regeneration points, etc., for purposes of maintenance as outlined in this Annex and necessary testing as determined by Southern Bell. Should Indiantown fail to provide such access Southern Bell shall be relieved of any and all duties under this Annex.

VI. CONTRACTOR DEFINITION

Each party agrees that it shall perform its obligations hereunder as a separate contractor and not as the agent, employee or servant of the other party. Neither party nor any personnel furnished by such party shall be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of and supervision over its own performances of the obligations under this Annex and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations; each party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters; and each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of that party's obligations hereunder.

VII. COMPLIANCE WITH LAWS

All obligations under this Annex shall be performed in compliance with all applicable legislation and government agency orders and regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Where required by law, certificates of compliance shall be provided.

Southern Bell shall comply with the provision of all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to it's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in it's performance of this Annex.

VIII. COMPENSATION

Compensation for services and facilities provided under this Annex shall be specified in the Exhibits hereto and made part of the Annex.

IX. INDEMNIFICATION

Indiantown shall hold harmless and indemnify Southern Bell for any damages for which Indiantown becomes liable due to any acts of gross negligence or willful misconduct which result in a service outage.

X. TERMINATION

This Annex will continue in effect until terminated. Each Exhibit contains its own termination provision and may be terminated separately. However, this entire Annex, including all Exhibits hereto, may be terminated by either party by giving written notice to the other party equal to the longest notice of termination period specified in the Exhibits in effect any by settlement in full of financial obligations.

The parties have executed this Annex through their authorized representatives this 23rdday of January , 1991 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Hall

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ANNEX XII
EXHIBIT A
FACILITIES MAINTENANCE
BASIS OF COMPENSATION

This Exhibit, effective December 1, 1990 or upon establishment of service of the route specified below, describes the maintenance charges associated with the following intraLATA/interexchange facilities maintained by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY for INDIANTOWN TELEPHONE SYSTEM, INC.

I. DESCRIPTION

Southern Bell will maintain a section of intraLATA/interexchange facility within the local exchange service area of Indiantown as identified by the following information:

(1) From a point on SR 710 at the exchange boundary between Indiantown's certificated area and Southern Bell's certificated area,

To a point on SR 609 at the exchange boundary between Indiantown's certificated area and Southern Bell's certificated area.

(2) Facility Type: Fiber Optic Cable

(3) Facility Length in Route Miles: 20.5
(rounded to nearest one-tenth).

II. MAINTENANCE RATE

The charge for maintenance of the above described facility will be the fully loaded actual material and labor costs. These costs will be based on the rates in effect for Southern Bell at the time of the outage and restoral. Such charges will be billed by Southern Bell to Indiantown, and will be due and payable to Southern Bell within thirty (30) days of receipt of such billing.

III. DEFAULT

If Indiantown defaults in the payment of compensation and such default shall continue for fifteen (15) days after written notice of the default, Southern Bell may terminate this entire Exhibit by written notice.

IV. TERM

This Exhibit becomes effective on the date above specified and will continue in force for five years (60 months) thereafter, provided however, that either party may terminate this Exhibit with or without cause upon giving the other party sixty (60) days written notice thereof.

IN WITNESS WHEREOF, the undersigned parties have caused this Exhibit to be executed on their behalf this 23rd day of January , 1991 .

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

Amer 310

SUPPLEMENT NO. 1
TO
ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective October 1, 1993

Attached to and made a part of ANNEX 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and INDIANTOWN TELEPHONE SYSTEM, INC.

This Supplement is issued to change the definition of Open 800 Service.

In Section I, Definitions, the definition of Open 800 Service shall be changed to read as follows:

> OPEN 800 SERVICE - An interstate or intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

Executed this 25th day of May, 1994.

Witness:

Mary Ann Hott

INDIANTOWN TELEPHONE SYSTEM, INC.

By _____
President
Robert M. Post, Jr.

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia, herein called "BellSouth", and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the laws of the State of Florida, herein called "Indiantown" sets forth the terms and conditions under which 800 Service Management System (SMS) Responsible Organization Services will be provided by BellSouth to Indiantown.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex, the following terms shall be defined as:

800 SMS RESPONSIBLE ORGANIZATION (RESP ORG) - The entity that assumes the duty of managing and administering the appropriate records in the 800 Service Management System.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

NUMBER ADMINISTRATION AND SERVICE CENTER (NASC) - The organization that administers the SMS/800 system for the centralized management of 800 numbers of 800 DataBase Service.

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OPEN 800 SERVICE - An intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

OPTION 800 SERVICE - An intrastate, intraLATA 800 service requiring that the originating 800 call terminate to a destination within the same LATA in which the call originated. The same 800 number can be used for Option 800 Service in each LATA of the state.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTS (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SECTION II
SCOPE OF ANNEX

2.01. 800 SMS Responsible Organization (RESP ORG) services covered by this Annex that BellSouth will perform on behalf of Indiantown will include the following:

2.01.1 Provide a BellSouth Business Office contact number to Indiantown to establish, change or delete a record in the 800 SMS.

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2.01.2 Provide a contact number to Indiantown repair service personnel through which they can gain access to the 800 SMS to identify the RESP ORG for any given 800 number on a 24 hour a day, 7 days a week basis.

2.01.3 Access the 800 SMS for 800 number assignment of ten digit 800 number(s) (i.e., 800+NXX+XXXX) to Indiantown. BellSouth will select the 800 number(s) to be assigned unless Indiantown requests a specific 800 number(s). If the requested number(s) is available, BellSouth will make a reasonable effort to obtain the number(s) in accordance with the Ten Digit 800 Service Number Administration Guidelines and according to the rules and regulations of the approved NASC tariff. Specific 800 number requests are honored by the NASC on a first-come-first-served basis at the time the reservation is received by the 800 SMS.

2.01.4 Reserve 800 numbers at the request of Indiantown. 800 numbers may be reserved for a maximum of 60 calendar days. If service is not activated on the reserved 800 number in 60 days, the 800 number status will transition from "reserved" to "spare".

2.01.5 Access the 800 SMS to create, disconnect or change an 800 Service record for call routing purposes based upon the information provided by Indiantown and according to the rules and regulations of the approved NASC tariff.

2.01.6 Access the 800 SMS to change the RESP ORG for a specific 800 number at the request of Indiantown and according to the rules and regulations of the approved NASC tariff.

2.01.7 Provide and maintain a BellSouth trouble reporting contact number in the 800 SMS for trouble referrals.

2.01.8 Accept trouble reports from 800 subscribers, casual end users or other parties receiving trouble reports on 800 DataBase service for which BellSouth is the RESP ORG.

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2.01.9 Work with the 800 Number Administration and Service Center (NASC) administrator to obtain and maintain SMS access.

2.01.10 Resolve any errors in the SMS entry/SCP download process with the NASC when necessary.

2.02. BellSouth will provide the above described RESP ORG services only for 800 services sold by Indiantown from Indiantown's intrastate Open and/or Option 800 service tariffs.

SECTION III
RESPONSIBILITIES OF INDIANTOWN

3.01. For all 800 troubles originating in Indiantown's territory, Indiantown shall first determine whether or not the trouble is in its equipment or facilities. If not, then Indiantown shall determine the RESP ORG of the 800 number involved, and refer the trouble condition to that RESP ORG. If BellSouth is the RESP ORG, then Indiantown shall refer the trouble to the 800 service trouble reporting number provided by BellSouth.

3.02. Indiantown shall place an order for Option or Open 800 Service, furnishing the following information, to the BellSouth Business Office contact number provided by BellSouth:

3.02.1 <u>For Option 800 Service:</u>

- LEC Company Name.
- Specific 800 Number requested if any.
- Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- Customer Name and Contact Number.
- Customer Mailing Address.
- Customer Billing Address if different than the mailing address.
- Indiantown Service Representative's Name and Number.
- Service Due Date.

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- Area Of Service - The LATA number of the LATA(s) in which the service will be provided. If more than one LATA is designated, the Variable Call Destination feature will have to be requested.

3.02.2 For Open 800 Service:

- LEC Company Name.
- Specific 800 Number requested if any.
- Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- The Name and Carrier Identification Code (CIC) of the Interexchange Carrier to transport the intrastate, interLATA 800 calls.
- Customer Name and Contact Number.
- Customer Mailing Address.
- Customer Billing Address if different than the mailing address.
- Indiantown Service Representative's Name and Number.
- Service Due Date.

Since the area of service for Open 800 Service is state wide, Indiantown shall use the same Interexchange Carriers for the interLATA 800 traffic transport as participate in BellSouth's Open 800 Service. Identification of such Interexchange Carriers shall be made by BellSouth to Indiantown.

3.03. If for a specific 800 number(s), Indiantown elects to change the RESP ORG from BellSouth to another RESP ORG entity, Indiantown is responsible for calling the BellSouth Business Office contact number and placing a disconnect order, furnishing the following information:

- The 800 number(s) involved.
- The date and time of the RESP ORG transfer.
- The identity code of the new RESP ORG.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

BellSouth shall not be responsible for providing the new RESP ORG with any information associated with the RESP ORG transfer.

3.04. If for a specific Open 800 Service number(s), Indiantown subscriber elects to change the transporting Interexchange Carrier for the interLATA 800 traffic, Indiantown is responsible for ensuring that all involved service providers (both the existing and new providers) are informed of the changes, dates and times.

SECTION IV
COMPENSATION

4.01. Compensation for the provision of RESP ORG services by BellSouth to Indiantown shall be billed monthly by BellSouth to Indiantown on the following basis:

Monthly recurring charge for Indiantown 800 number maintained in the 800 SMS . . . . . $ 3.00

Non-recurring charge for input of information associated with a new Indiantown 800 number into the 800 SMS $35.00

Non-recurring charge for change to information associated with Indiantown 800 number maintained in the 800 SMS. $35.00

There will be no charge by BellSouth for the removal of a Indiantown 800 number from the database.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex shall be construed as a waiver of such provision or any other rights under this Annex.

SECTION VI
TERM OF ANNEX

6.01. This Annex shall remain in effect until canceled by either party with or without cause upon giving the other party one month written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 12th day of August, 1993.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt

By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and INDIANTOWN TELEPHONE SYSTEM, INC., a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 25th day of June, 1993.

Witness: INDIANTOWN TELEPHONE SYSTEM, INC.

Mary Ann Holt By _____
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

App. for
Attachments / Occupancy

APPLICATION AND PERMIT FOR ATTACHMENTS/OCCUPANCY

By BELLSOUTH TELECOMMUNICATIONS, INC. to INDIANTOWN TELEPHONE SYSTEM, INC.

Indiantown Telephone System, Inc.

BellSouth Telecommunications, Inc.

Number_____

Superseding_____

Place Indiantown, Florida

Date_____

The undersigned, BellSouth Telecommunications, Inc., hereinafter referred to as "BellSouth" hereby requests permission of Indiantown Telephone System, Inc., hereinafter referred to as "Indiantown", to occupy, as of October 1, 1989, the following conduit duct space as licensee, at the rentals below stated, and under the terms and conditions attached hereto and made a part hereof.

GENERAL NATURE OF ATTACHMENTS/OCCUPANCY

Type of Facilities	-	Conduit duct space
Feet of Conduit Occupied	-	4,536
Location	-	Conduit duct from Monroe Street in Indiantown to C-609. It is from manhole No. 2 to manhole No. 7, and the distance is 4,536 feet.
Purpose For Use	-	Telecommunications

DETAIL OF OCCUPANCY

Type	Quantity	Rate Per Annum	Annual Amount
Conduit	4,536 feet	$1.00 per foot	$4,536 beginning on October 1, 1989

The parties have executed this agreement through their authorized representatives this 20th day of September, 19 93.

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Vice President-Network/Florida

FORM APPROVED

Witness:

INDIANTOWN TELEPHONE SYSTEM, INC.

By: _____
President

PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons.

TERMS AND CONDITIONS

1. This permit is for a period of five (5) years from October 1, 1989, and thereafter until the expiration of six (6) months written notice shall have been given by either party to the other of its desire to terminate the permission herein granted, and BellSouth agrees to pay to Indiantown the rental as shown on the face hereof, commencing on October 1, 1989 and thereafter, annually in advance until the permission is terminated as herein provided.

   Upon execution of this agreement, BellSouth shall pay to Indiantown the rent from October 1, 1989, to September 30, 1993, without interest, for a total payment of $18,144. BellSouth shall next make its annual payment on or before September 30, 1993, and shall make similar payments each year thereafter until this agreement is terminated pursuant to the terms herein set forth.

   Indiantown shall bill BellSouth for these charges. Bill statements shall be sent to:

   Earl Christian
   Associate Manager
   Room 21JJ1 SBT
   301 W. Bay St.
   Jacksonville, Fl. 32202

2. In case of such termination by Indiantown, before the expiration of any year for which conduit duct space shall have been paid, then, and not otherwise, shall Indiantown refund to BellSouth the charge for such rental for the unexpired portion of such year, ending on September 30th.

3. Occupancy of duct space of Indiantown by BellSouth, shall be made and maintained in accordance with the standard specification of Indiantown for doing such work, at the sole expense of BellSouth, and in such manner as will not conflict with the use of said duct work by Indiantown, nor interfere with the working or use of its facilities therein, or which it may from time to time place therein and BellSouth shall at any time at its own expense, upon thirty days written notice from Indiantown, change, alter, improve, repair or renew said occupancy in such manner as Indiantown may direct.

PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons.

4. BellSouth shall indemnify and save harmless Indiantown against any and all damages or loss that may result to the equipment or any property owned or used by Indiantown, from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages or injuries arising to persons or property, or in any other manner by reason of any act or omission of BellSouth in connection with the use or maintenance of or presence in the conduit duct, or by reason of the acts or negligence of the agents or employees of BellSouth while engaged in the work of placing, maintaining, renewing or removing said conduit duct occupancy.

   Where, for on account of injuries to or death of any of Indiantown's employees caused by or in any way resulting from any act or omission of BellSouth in connection with the use or maintenance of, or presence in, Indiantown's facilities; Indiantown shall make any payments to such injured employees or their relatives or representatives in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employee or not, or (2) any plan for employees' disability benefits or death benefits now or hereafter established by Indiantown. The payments made by Indiantown shall be construed to be damages within the terms of the preceding paragraph, and shall be paid by BellSouth to Indiantown accordingly.

5. BellSouth shall not assign, transfer or sublet any of the privileges described in the within application without the consent in writing of Indiantown.

6. BellSouth shall not at any time make any conduit duct modifications without a permit therefor, nor shall it make any changes in the location or in the use of its occupancy or attachments without the consent in writing of Indiantown.

7. Nothing herein contained shall be construed to confer upon BellSouth any rights of property in the conduit duct of Indiantown, or as a guarantee of permission from municipal or other authority to place or maintain its conduit duct occupancy.

PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons.

8. Upon notice from Indiantown of BellSouth's failure to comply with any of the conditions thereof, or that its occupancy is forbidden by municipal or other authority, BellSouth's permission to occupy the conduit duct shall immediately terminate, and BellSouth shall remove any or all of its conduit duct presence, and upon its failure to do so Indiantown reserves the right to make such removal at the cost and risk of BellSouth.

PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons.

BELLSOUTH TELECOMMUNICATIONS

David Seymour
Director - Executive Staff

Suite 1815
150 W. Flagler Street
Miami, FL 33130
305 347-5400
FAX 305 577-3575

10/1/93
Cynthia
for contract
folder DB

September 29, 1993

File No. 740.0630.06-A

Mr. Charles L. Dennis
Vice President - Operations
Indiantown Telephone System
Post Office Box 277
Indiantown, FL 34956

Dear Mr. Dennis,

Attached for your file is a fully executed copy of the Joint Conduit Space Agreement between our companies.

If you have any questions, please contact Ed Prieto at (305) 347-5618.

Yours very truly,

Director - Executive Staff

EEP:NP:bh

Attachment

bcc: Dorothy Bennett

MOU
Special Billing Number

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between Southern Bell and Indiantown Telephone System, Inc. concerns the storage of Special Billing Number Calling Card data.

Special Billing Numbers are numbers assigned to calling cards in instances where the number begins with an RAO code, rather than a NPA, followed by a random series of digits. This RAO code is assigned to Southern Bell, but it is shared by Southern Bell and several independent companies. Currently, the parties to this Memorandum do not know whether their mechanized systems can accommodate such cards when they are used by or on behalf of different companies and are stored in different data bases.

By this Memorandum, Southern Bell agrees to maintain these Special Billing Number Calling Card numbers in its LIDB until such time as it is determined whether or not the code can be shared and a permanent arrangement is established. This is an interim arrangement and this Agreement will terminate no later than June 30, 1992.

Any cost incurred by Southern Bell for the maintenance of these numbers or any billing inadvertently directed to Southern Bell due to the assignment of this RAO code to Southern Bell will be borne by Indiantown Telpehone System, Inc..

Please indicate your agreement to this interim arrangement by signing this Memorandum of Understanding and returning it by January 15, 1992. Failure to sign this Memorandum of Understanding, indicating your concurrence to this interim arrangement will result in the removal of these special billing numbers from Southern Bell's LIDB.

INDIANTOWN TELEPHONE SYSTEM, INC.

By: Charles L Dean

Witness: Mary Ann Hart

Date: January 13, 1992

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By: W C Garrett III

Witness: Dorothy Bennett

Date: January 30, 1992

960786-TL

Florala Telephone

Co.

11-15-04

DECLASSIFIED

(Part 11 of 12)

DOCUMENT NUMBER-DATE
09064 SEP 10 05
FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 10, 1995

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

This Supplement is issued to recognize the cancellation of Annex 106, 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
200	- IntraLATA Joint Provisioning
201	- Access Service Provisioning

Annex
No.

302 - Accounting Services

503 - Customer Information Exchange

Executed the 10th day of October , 1995 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: July 16, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and THE FLORALA TELEPHONE COMPANY, INC.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
302	XI	- Accounting Services
503		- Customer Information Exchange

Executed the 16th day of July , 1993 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and THE FLORALA TELEPHONE COMPANY, INC.

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
302	XI	- Accounting Services

Executed the 29th day of April , 1993 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 3
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 THE FLORALA TELEPHONE COMPANY, INC.

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 VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
Annex X	-	IntraLATA Joint Provisioning
Annex XI	-	Accounting Services
Annex XV	-	Access Service Provisioning
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 14th day of September , 1988 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

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

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

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.

5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 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 1988 .

WITNESS:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 20, 1986

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

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

Annex II - ~~Intrastate IntraLATA/Intra Market Toll Services (Average Schedule)~~ Not applicable.

Annex III - Intrastate Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - ~~Extended Area Service~~ Not applicable.

Annex VI - ~~Circuit Facility Rental~~ Not applicable.

Annex VII - IntraLATA/Intra-Market Foreign Exchange Service

Annex VIII - ~~Domestic Public Land Mobile Radiotelephone Roamer Service~~ Not applicable.

Annex IX - ~~Operator Services~~ Not applicable.

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XII - Exchange Access Facility Lease Not applicable.

Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.

Annex XIV - E911 Not applicable.

Annex XV - Access Service Provisioning

Annex XVI - Number Services Not applicable.

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 20th day of October, 1986.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

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

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

SECTION I
SCOPE OF THE AGREEMENT

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

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

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

SECTION IX
COMPENSATION ARRANGEMENTS

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

SECTION X
BILLING ARRANGEMENTS

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

SECTION XI
TERMINATION

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

SECTION XII
DEFAULTS AND VIOLATIONS

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

SECTION XIII
ASSIGNMENT

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

SECTION XIV
INDEMNIFICATION

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

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

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

SECTION XVI
GOVERNING LAW

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

SECTION XVII
SEVERABILITY

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

SECTION XVIII
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 March, 1984.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

~~Annex II - Intrastate IntraLATA/Intra Market Toll Services (Average Schedule)~~ Not applicable.

Annex III - Intrastate Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

~~Annex V - Extended Area Service~~ Not applicable.

~~Annex VI - Circuit Facility Rental~~ Not applicable.

Annex VII - IntraLATA/Intra-Market Foreign Exchange Service

~~Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service~~ Not applicable.

~~Annex IX - Operator Services~~ Not applicable.

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XII - Exchange Access Facility Lease Not applicable.

Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.

Annex XIV - E911 Not applicable.

Annex XV - Access Service Provisioning

Annex XVI - Number Services Not applicable.

Executed the 9th day of March, 1984.

Witness:

Jean B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Jan Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

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

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

1. ACCESS SERVICE is the provision of services and facilities under tariff to Interexchange Carriers (ICS) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.

5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 *minus* the amounts recorded in Accounts 171, 172, and 176. In addition, book costs 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 March, 1984.

Witness:

Dean B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective January 1, 1984

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

IND. CO. EXCHANGES	OPERATOR ACCESS CENTER	BELL COMPANY LATA	POINTS OF CONNECTION
Florala, Ala.	Ft. Walton Beach	Pensacola	Interconnection facilities from the exchanges of THE FLORALA TELEPHONE COMPANY, INC. will be provided by CENTRAL TELEPHONE COMPANY OF FLORIDA. The point of connection is V8025, H2128 which is the Crestview central office of the CENTRAL TELEPHONE COMPANY OF FLORIDA.
Laurel Hill	Ft. Walton Beach	Pensacola	
Paxton	Ft. Walton Beach	Pensacola	
Wing, ALa.	Ft. Walton Beach	Pensacola	

Executed this 9th day of March, 1984.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

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

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

Traffic Originating At	Traffic Terminating At	Function Performed
Florala, Ala.	All points	All recording, identification and operating functions.
Laurel Hill	All points	All recording, identification and operating functions.
Paxton	All points	All recording, identification and operating functions.
Wing, Ala.	All points	All recording, identification and operating functions.

Executed this 9th day of March, 1984.

Witness:

Sean B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Jan Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

Annex XXIX

(100)

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

Effective January 1, 1991

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

This Supplement is issued to revise BHMOC quantities.

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

I. For Florala payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC
Pensacola	CNTMFLLE	1
	GLBRFLMC	2
	HLNVFLMA	3
	JAY FLMA	1
	MLTNFLRA	8
	MNSNFLMA	1
	PACEFLPV	3
	PNSCFLBL	6
	PNSCFLFP	15
	PNSCFLHC	2
	PNSCFLPB	1
	PNSCFLWA	4
	Total	47

II. For Southern Bell payments to Florala:

LATA	WIRE CENTER CLLI	BHMOC
Pensacola	LRHLFLXA	27
	PXTNFLXA	45
		72

Executed the 14th day of January , 1991 .

Witness:

FLORALA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

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

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and

B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

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

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

III. PROVISION OF SERVICE

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

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

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

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

VI. COMPENSATION

A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.

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

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

VII. AVAILABILITY OF DATA

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

B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

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

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 14th day of September , 1988 .

Witness:

Dean B. Stewart

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXIX
MODIFIED ACCESS BASED COMPENSATION

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

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

I. METHOD OF COMPENSATION

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

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

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

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

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

II. TARIFF STRUCTURES AND RATES

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

III. DATA REPORTING

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

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

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

V. JOINTLY PROVIDED TRANSPORT

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

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

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

Approved and executed this 14th day of September , 1988.

Witness:

Joan B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

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

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

I. For Florala payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	TOTAL
Pensacola	CNTMFLLE	9	0	9
	GLBRFLMC	16	0	16
	HLNVFLMA	16	0	16
	JAY FLMA	2	0	2
	MLTNFLRA	49	0	49
	MNSNFLMA	4	0	4
	PACEFLPV	24	0	24
	PNSCFLBL	28	0	28
	PNSCFLFP	40	0	40
	PNSCFLHC	4	0	4
	PNSCFLPB	1	0	1
	PNSCFLWA	40	0	40
	Total	233	0	233

II. For Southern Bell payments to Florala:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	TOTAL
Pensacola	LRHLFLXA	240	1	241
	PXTNFLXA	183	1	184
	Total	423	2	425

Executed the 14th day of September, 19 88.

Witness:

Dean D. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XXVIII

(106)

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 9, 1992

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

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$ 6,982
1991 Preliminary Settlements	$11,725
Net Due BellSouth	$ 4,743

Upon the execution of this supplement BellSouth will debit the account of Florala in the amount of $4,743 in final settlement for Private Line business for the period January 1, 1991 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 30th day of September, 1992.

Witness:

FLORALA TELEPHONE COMPANY

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

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

Issued September 16, 1991

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

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

	Private Line
1990 Study Costs	$11,058
1990 Preliminary Settlements	$10,350
Net Due Florala	$ 708

Upon the execution of this supplement Bell will credit the account of Florala in the amount of $708 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

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

Executed this 22nd day of October, 1991.

Witness:

FLORALA TELEPHONE COMPANY

Sean G. Stevens

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Carmen Woodbury

By _____
Assistant Vice President

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

Issued August 22, 1990

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

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

	Private Line
1989 Study Costs	$10,354
1989 Preliminary Settlements	9,000
Net Due Florala	$ 1,354

Upon the execution of this supplement Bell will credit the account of Florala in the amount of $1,354 in final settlement for Private Line business for the period January 1, 1989 through December 31, 1989.

This Supplement 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:

FLORALA TELEPHONE COMPANY

Susan H. Stevens

By John A Vaughn
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By C. W. Hodges, Jr.
Assistant Vice President
for

IntraLATA Private Line

Meet Point Billing Option

[ ] Single Bill/Single Tariff

[X] Multiple Bill/Multiple Tariff

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

The Florala Telephone Company, Inc.

President
Name/Title

August 29, 1990
Date

SOUTHERN BELL

Name/Title
Operations Manager

9/5/90
Date

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

Issued August 30, 1989

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

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

	Private Line
1988 Study Costs	$9,020
1988 Preliminary Settlements	$9,000
Net Due Bell	$ 980

Upon the execution of this supplement Bell will debit the account of Florala in the amount of $980 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

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

Executed this 15th day of September, 1989.

WITNESS:

FLORALA TELEPHONE COMPANY

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXVIII

INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

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

I. TRAFFIC COVERED BY THIS ANNEX

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

II. FLORALA EXCHANGES

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

III. PHYSICAL CONNECTION

Southern Bell and Florala will connect and maintain the connections of their respective systems at the point or points listed in Exhibit C to the Basic Agreement during the term of this Annex. Neither party will, without the written consent of the other, connect 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 Florala and remittance in full will be made by the debtor company within thirty (30) days following the close of the settlement period.

V. BASIS OF COMPENSATION

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

VI. DEFAULTS OR VIOLATIONS

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

VII. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 26th day of July, 19 88.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
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 THE FLORALA TELEPHONE COMPANY, INC., hereinafter called Florala, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

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

I. METHOD OF COMPENSATION

A. Florala shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less

2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of Florala; plus

3. An amount to give Florala the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.

B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to Florala a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by Florala; less

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

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

C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.

D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of Florala. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of 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 Florala petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Accounts 7510 through 7540, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of Account 1402.

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

III. SEPARATION STUDIES REVISION

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

B. Southern Bell shall advise Florala within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If Florala failed to meet its obligations:

1. Any retroactive compensation amount due Florala shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and

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

If Southern Bell failed to meet its obligations:

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

IV. SYSTEM OF ACCOUNTS

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

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

V. RIGHT OF REVIEW

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

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

VI. STATE REGULATORY MATTERS

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

Executed the 26th day of July , 1988 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called "Florala". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of September , 1992 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex III

(109-A)

SUPPLEMENT NO. 6
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

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

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

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

Executed this 3rd day of July , 1990.

Witness:

THE FLORALA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO
ANNEX III
INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

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

I. PURPOSE

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

II. STANDARDS

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

III. COMPENSATION

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

A. Switched Access

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

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

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

B. Special Access

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

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

IV. PROVISIONING

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

V. COLLECTION PRACTICES AND LEGAL RECOURSE

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

VI. TERMS

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

Executed this 2nd day of May , 1990 .

Witness:

THE FLORALA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1990

Attached to and made a part of the AMENDMENT to ANNEX III, INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION dated January 1, 1990 between THE FLORALA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. JOINT TRANSPORT

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

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:

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

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

B. Special Access

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 2nd day of May , 1990.

Witness:

Dean B. Stevens

THE FLORALA TELEPHONE COMPANY

By John M. Vaughn
President

Witness:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. M. Rodgers K
Assistant Vice President
for

SUPPLEMENT 4

Issued July 15, 1986

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

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

	INTERLATA ACCESS
1985 Study Costs	$ 131,979
1985 Preliminary Settlements	$ 112,585
Net Due Florala	$ 19,394

Upon the execution of this supplement Bell will credit the account of Florala Telephone Company, Inc. in the amount of $19,394 in final settlement for Intrastate Access Services for the period January 1, 1985 through December 31, 1985.

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

Executed this 31st day of July, 1986.

WITNESS:

FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT 3

Issued December 11, 1985

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

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

	INTERLATA ACCESS
1984 Study Costs	$280,416
1984 Preliminary Settlements	258,218
Net Due Florala	$ 22,198

Upon the execution of this supplement Bell will credit the account of Florala Telephone Company, Inc. in the amount of $22,198 in final settlement for Intrastate Access Services for the period January 1, 1984 through December 31, 1984.

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

Executed this 3rd day of January, 1986.

WITNESS:

FLORALA TELEPHONE COMPANY, INC.

Clara S. Miller

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

Barkley

By _____
Assistant Vice President

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

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

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

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;

B. To specify the facilities and methods used to provide such Joint Access Services; and

C. To establish the methods and procedures used to distribute between the companies the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at a point or points of connection included in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.

B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them.

Access Services provided to Interexchange Carriers through facilities not listed in Exhibit C to the Basic Agreement are not subject to the provisions of this Annex.

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

III. COMPENSATION

A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.

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

IV. AVAILABILITY OF DATA

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

V. TERM

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

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 30th day of August, 19 85.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

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

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

I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.

II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:

A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:

1. Switched Access;
2. Special Access;
3. Billing and Collecting; and
4. Directory Assistance

B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:

1. All or part of Local Transport;
2. Recording of Intrastate InterLATA Messages; and
3. Message processing of Intrastate InterLATA Messages.

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

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

Approved and executed this 30th day of August, 19 85 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

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

I. GENERAL PROVISION

A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.

B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.

C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:

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

2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.

3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.

B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

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

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

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

V. REVIEW PROCEDURES

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

VI. TERM OF AGREEMENT

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

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers on the 30th day of August, 1985.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

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 THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

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

II. INDEPENDENT COMPANY EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING AND IDENTIFICATION

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

VI. MONTHLY COMPENSATION

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

VII. BASIS OF COMPENSATION

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

VIII. DEFAULTS OR VIOLATIONS

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

IX. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 9th day of March, 19 84.

Witness:

Dean G. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Replaced 8/11

EXHIBIT A
BASIS OF COMPENSATION

INTRASTATE ACCESS SERVICES

Effective: January 1, 1984

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

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

I. METHOD OF COMPENSATION

A. The Independent Company will report all revenues for Intrastate Access services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures as defined in Section II of this Exhibit; plus

2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less

3. The intrastate access portion of the interest charged 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. 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 March, 1984.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

Dean D. Stevens

By _____
President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Barkley

By _____
Assistant Vice President

Annex IV

(109-E)

SUPPLEMENT NO. 2
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

Attached to and made a part of the AMENDMENT, effective January 1, 1988, to ANNEX IV, INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION, effective January 1, 1984, between THE FLORALA TELEPHONE COMPANY and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

"In order to implement meet point billing for Interstate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and THE FLORALA TELEPHONE COMPANY (hereinafter "Florala") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1990 for Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 3rd day of July , 1990 .

Witness:

THE FLORALA TELEPHONE COMPANY

Sean D. Stevens

By John H Vaughn
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By C. M. Richards
Assistant Vice President
for

SUPPLEMENT NO. 1
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and THE FLORALA TELEPHONE COMPANY (hereinafter "Florala") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1990 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

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

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

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 local or special transport facility provided by each party for the purpose of billing the access customer or remitting payment to the SBC are those filed in the NECA tariff F.C.C. No. 4.

IV. PROVISIONING

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

V. COLLECTION PRACTICES AND LEGAL RECOURSE

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

VI. TERMS

It is expressly agreed that any and all terms and conditions contained in Annex IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 2nd day of May , 1990

Witness:

Dean G. Stevens

THE FLORALA TELEPHONE COMPANY

By John A Vaughan
President

Witness:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. M. Rodberg L
Assistant Vice President
for

ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called the Bell Company, and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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 9th day of March, 19 84.

Witness:

Dean G. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, between THE FLORALA TELEPHONE COMPANY, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.

II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 9th day of March, 19 84.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Annex XXIV

(110-A)

of this

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985 between THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2ND day of February 1987.

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX

(110-E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between THE FLORALA TELEPHONE COMPANY, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 5th day of June 1989 .

WITNESS:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between THE FLORALA TELEPHONE COMPANY, INC., a Corporation under the laws of the State of Alabama, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 20th day of Oct., 1986.

Witness:

Dean D. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

Sm Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XV

(201)

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called "Florala", sets forth the terms and conditions of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within Florala's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with Florala forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 21st day of July, 1989.

WITNESS:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

For each of the following types of Access Services, provided jointly by the companies in the Pensacola LATA, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 21st day of July , 1989.

WITNESS:

Dora B. Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By John H. Vaughn
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

Annex X

(200)

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, herein called " Florala", sets forth the terms and conditions of the functions that each company will perform in jointly provisioning IntraLATA Service. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and intraLATA toll services. Florala will from time to time be required to provide the appropriate data, forecast, operational personnel and test equipment support necessary to complete the functions of this Annex. The functions to be performed are Planning, Provisioning and Maintenance.

A. Planning - Southern Bell will conduct studies to determine growth and technological requirements for joint transmission facilities, switching systems and operator service systems to handle forecasted traffic demand in the most economical manner. Southern Bell will be responsible for overall intraLATA forecasts, to include joint local, private line, WATS, 800 and Message Telecommunications Services (MTS). Florala will be responsible for providing appropriate growth and forecast data for its franchised service area for use in the studies. The studies to be provided are:

1. Long Range Studies used to produce optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Trunk Forecasts used in projecting demand for services required in developing long and short range studies.

B. Provisioning

1. Local and IntraLATA Toll Provisioning - Southern Bell will coordinate the implementation of long and short range plans as determined in the planning function. The coordination effort will consist of, but not be limited to, the following items:

a. Implementing Relief Plans including all work activities to augment or change joint interexchange facilities, provision of circuit and carrier designs, provision of technical reference data and coordination of cutovers;

b. Trunk Servicing including refinement of the trunk forecast using current trunk utilization data and implementing traffic routing changes, securing trunk usage data and notifying Florala of trunk quantities required, coordination of facility and trunk service dates, and service order issuance and control;

c. Controlling Network and Operating Changes including central office replacements, provisioning of automatic ticketing, introduction of Automatic Number Identification, rehoming switching functions, establishment or elimination of toll centers and realignment of central office responsibilities in the provision of joint services.

2. Private Line Provisioning - This function includes service negotiation, order preparation/issuance, facility design, implementation, and completion of service orders for jointly provisioned intraLATA intercompany private line services. The responsibility for service negotiation shall reside with the Negotiating Exchange Company (NEC).

The responsibility for order preparation and issuance will reside with the Order Issuing Company (OIC). The responsibility for design, installation, completion and maintenance shall be under the control of a single Overall Control Office (OCO). The assignment of the NEC, OIC and OCO roles is specified in Exhibit A attached hereto.

a. Negotiation - The NEC will receive orders from the customer and will notify the OIC. The NEC is responsible for all service negotiation with the customer.

b. Order Preparation and Issuance - Upon receipt of a request for service, the OIC will determine the OCO, assign a common circuit identification, assign the established service interval, produce a service order, and distribute the service order to the other company.

c. Design - The OCO will design the private line facilities. The OCO is responsible for the preparation and distribution of Design Layout Record (DLR) documents. The other company will provide an Engineering Information Report (EIR) to the OCO for this purpose. The EIR will contain all information required to assemble a DLR.

d. Installation - the OCO will coordinate the implementation function which includes Control Office activities, installation of joint circuits, joint intercompany testing, and tracking of critical dates. The OCO will coordinate testing and completion functions with the other company.

C. Maintenance

1. Local and IntraLATA Toll Network Maintenance - Southern Bell will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at or greater than recognized industry levels. These coordination activities include, but are not limited to:

a. Monitoring Performance Results including conducting service evaluations, analyzing network management systems, identifying weak spots, notifying Florala of problems in their area and controlling corrective actions; and

b. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoral tests.

2. Private Line Maintenance - The OCO will be responsible for accepting and processing trouble reports, and for the coordination of the performance of necessary testing and repair in a timely manner. The other company will cooperate fully with the OCO by performing necessary testing and repair activities, and by providing timely response.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to Florala meet or exceed accepted industry levels; and

2. Provide Florala the necessary technical and administrative standards required to establish and/or maintain service.

B. Florala will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with Southern Bell's Network Management and Maintenance Systems; and

3. Adhere to the methods, procedures and technical standards equal to or exceeding those of Southern Bell.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions outlined in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to this Agreement for each of the specific joint telecommunication services.

IV. 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 six months written notice with or without cause from either party to the other. This Annex may be amended 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 on this 28th day of May , 1991 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX X

INTRALATA JOINT PROVISIONING

ASSIGNMENT OF PROVISIONING FUNCTION
FOR PRIVATE LINE SERVICE

Attached to, and made a part of ANNEX X, INTRALATA JOINT PROVISIONING, effective January 16, 1991, between SOUTHERN BELL TELEPHONE AND TELEPHONE COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

For the provisioning of joint IntraLATA Private Line Services, the companies agree that responsibilities shall be assigned as follows:

A. The Negotiating Exchange Company (NEC) shall be the company within the LATA selected by the customer as first point of contact.

B. The Order Issuing Company (OIC) shall be Southern Bell.

C. The Overall Control Office (OCO) shall be Southern Bell.

Executed this 28th day of May , 1991 .

Witness:

THE FLORALA TELEPHONE
COMPANY, INC.

Dean G. Stevens

By John A Vaughn
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By W C Gantt
Assistant Vice President

Annex XI

(302)

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and THE FLORALA TELEPHONE COMPANY, INC., a corporation under the laws of the State of Alabama, hereinafter referred to as Florala, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to Florala may include:

a. Recording
b. Rating
c. Message Distribution
d. Message Transmission (CMDS I/STARS)
e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for Florala.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from Florala.

4. Where Southern Bell provides recording and rating for Florala, Southern Bell shall generate and submit sample message records for Florala to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for Florala, Southern Bell will generate and provide usage detail records to Florala.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Florala revenues for IntraLATA Intercompany Settlements (ICS) messages. Florala will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to Florala within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for Florala in connection with messages not recorded and rated by Southern Bell, Florala shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to Florala the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by Florala to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. Florala will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of Florala.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibit to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by Florala in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

Florala shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit A to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 26th day of July , 19 88 .

WITNESS:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and THE FLORALA TELEPHONE COMPANY, INC.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 26th day of July , 1988 .

WITNESS:

S B Stevens

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and THE FLORALA TELEPHONE COMPANY, a corporation under the Laws of the State of Alabama, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of July, 1993.

Witness: THE FLORALA TELEPHONE COMPANY

Susan G. Stevens By John M Wayde
President

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By W C Gantt
Assistant Vice President

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Alltel Florida

11-15-04

DECLASSIFIED

(Part 12 of 12)

DOCUMENT NUMBER-DATE

09064 SEP 10 5

FPSC-RECORDS/REPORTING

Basic

SUPPLEMENT NO. 17
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 20, 1995

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

This Supplement is issued to recognize the cancellation of Annex 106, 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 No.	
100	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
108	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	- Intrastate Joint Access Revenue Distribution
109-E	- Interstate Joint Access Revenue Distribution
110-A	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	- Extended Area Service
114	- E911 Service
200	- IntraLATA Joint Provisioning
201	- Access Service Provisioning
300	- Operator Services
301	- Number Services
302	- Accounting Services

Annex
No.

306 - 800 Database Service

307 - Common Channel Signaling System 7 Interconnection

310 - 800 SMS Responsible Organization Services

400 - IntraLATA Interexchange Facilities Lease

503 - Customer Information Exchange

Executed the 20th day of October , 1995 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Executive Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 16

TO

BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective May 1, 1995

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

This Supplement is issued to update point of connection information.

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION LATITUDE LONGITUDE	V/H Coord.	DESCRIPTION
Melrose Waldo	Gainesville Gainesville	29°42'45" 82° 2'45"	7801 1270	A point at the exchange boundary between ALLTEL's Melrose exchange and Southern Bell's Hawthorne exchange on CR 219A approximately 5.25 miles north of SR 20 in Hawthorne.
Citra McIntosh Orange Springs	Gainesville Gainesville Gainesville	29°28'34" 82°14'39"	7865 1277	A point at the exchange boundary between ALLTEL's McIntosh exchange and Southern Bell's Micanopy exchange on SR 25 (U.S. 441) 2 miles south of CR 346 with hand-off at 175 feet north of the county line on U.S. 441.
Callahan Hilliard	Jacksonville Jacksonville	30°30'20" 81°42'30"	7619 1303	A point at the exchange boundary between ALLTEL's Callahan exchange and Southern Bell's Jacksonville exchange at the intersection of Highway U.S. No. 1 and the Nassau/Duval County Line.
Crescent City	Jacksonville	29°28'22" 81°33'08"	7797 1163	A point at the exchange boundary between ALLTEL's Crescent City exchange and Southern Bell's Pomona Park exchange on Highway U.S. 17 South at Imperial Drive.

IND. CO. EXCHANGES	BELL COMPANY LATA	POINTS OF CONNECTION LATITUDE LONGITUDE	V/H Coord.	DESCRIPTION
Florahome Interlachen	Jacksonville Jacksonville	29°37'43" 81°49'46"	7795 1226	A point at the exchange boundary between ALLTEL's Interlachen exchange and Southern Bell's Palatka exchange on State Road 20 at Sweetwater Branch Creek.
Hastings	Jacksonville	29°42'18" 81°32'30"	7753 1187	A point at the exchange boundary between ALLTEL's Hastings exchange and Southern Bell's Palatka exchange at the intersection of State Road 17 and Florida Power & Light's high line transmission easement.
Alachua Boys Ranch Branford Dowling Park Ft. White High Springs Jasper Jennings Lake Butler Live Oak Luraville Mayo Raiford Wellborn White Springs	Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville Jacksonville	30°17'37" 82°42'19"	7756 1442	A point at the exchange boundary between ALLTEL's White Springs exchange and Southern Bell's Lake City exchange on U.S. 41 approximately 1.4 miles south of CR 246.
Alachua (EAS only) Brooker	Jacksonville Gainesville	29°43' 0" 82°29'45"	7844 1345	A point at the exchange boundary between ALLTEL's Alachua exchange and Southern Bell's Gainesville exchange on CR 241 at the intersection of CR 232.

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

Executed this 20th day of June ,1995.

Witness:

Elaine Poor

ALLTEL FLORIDA, INCORPORATED

By _____
Executive Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 15
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: June 3, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

This Supplement is issued to implement Annexes 306 and 310, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
306		- 800 Database Service
307	XXXI	- Common Channel Signaling System 7 Interconnection
310		- 800 SMS Responsible Organization Services
400	XXV	- IntraLATA Interexchange Facilities Lease
503		- Customer Information Exchange

Executed the 3rd day of June, 1993.

Witness:

Melissa Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 14
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : June 25, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

This Supplement is issued to implement Annex 503, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
307	XXXI	- Common Channel Signaling System 7 Interconnection
400	XXV	- IntraLATA Interexchange Facilities Lease
503		- Customer Information Exchange

Executed the 25th day of June , 1993 .

Witness:

Melanie Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 13
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : April 29, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

This Supplement is issued to update and renumber the Annex Table of Contents, 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 No.	Formerly:	
100	XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
106	XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
108	VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
109-A	III	- Intrastate Joint Access Revenue Distribution
109-E	IV	- Interstate Joint Access Revenue Distribution
110-A	XXIV	- Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
110-E	XIX	- Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
113	V	- Extended Area Service
114	XIV	- E911 Service

Annex No.	Formerly:	
200	X	- IntraLATA Joint Provisioning
201	XV	- Access Service Provisioning
300	IX	- Operator Services
301	XVI	- Number Services
302	XI	- Accounting Services
307	XXXI	- Common Channel Signaling System 7 Interconnection
400	XXV	- IntraLATA Interexchange Facilities Lease

Executed the 29th day of April, 1993.

Witness:

Melanie Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 12
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective September 12, 1992

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) dated January 1, 1984, between BELLSOUTH TELECOMMUNICATIONS, INC, formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

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

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

Traffic Originating At	Traffic Terminating At	Function Performed
All ALLTEL End Offices	All Points	Automatic Number Identification (ANI) and Traffic Recording

Executed this 3rd day of November, 1992.

Witness:

ALLTEL FLORIDA, INC.

Melanie Thomas

By _____
Secretary/Treasurer

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 11
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : May 6, 1992

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

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

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

Annex I - Intrastate IntraLATA/Inter-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 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 XXV - IntraLATA Interexchange Facilities Lease

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

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

Annex XXXI - Common Channel Signaling System 7 Interconnection

Executed the 6th day of May , 1992.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 10
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 18, 1993

Attached to and made a part of the AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND FACILITIES (BASIC AGREEMENT) effective January 1, 1986, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

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

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

Annex I - Intrastate IntraLATA/Inter-Market Toll Services

Annex III - Intrastate Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

Annex 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 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 XXV - IntraLATA Interexchange Facilities Lease

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

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

Annex XXXI - Common Channel Signaling System 7 Interconnection

Executed the 18th day of January , 1993 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: August 9, 1991

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

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

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

Annex I - Intrastate IntraLATA/Inter-Market Toll Services

Annex III - Intrastate Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

Annex VI - IntraLATA/Intra-Market Area Foreign Exchange Service

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XIV - E911 Service

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

Annex XXV - IntraLATA Interexchange Facilities Lease

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

Executed the 9th day of August , 1991 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 8

TO

BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective February 1, 1991

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

This Supplement is issued to update point of connection information.

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

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

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

Executed this 9th day of August ,1991.

Witness:

ALLTEL FLORIDA, INCORPORATED

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective May 18, 1991

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

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

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

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

Executed this 24th day of July, 1991.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective July 25, 1989

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

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

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

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

Executed this 10th day of January , 1990 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 5
to
BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective April 1, 1989

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

This Supplement is issued to update point of connection information.

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

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

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

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

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

Executed this 5th day of December, 1989.

Witness:

ALLTEL FLORIDA, INCORPORATED

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: October 12, 1988

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

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

Annex III - Intrastate Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

Annex VII - IntraLATA/Intra-Market Area Foreign Exchange Service

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XIV - E911 Service

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

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:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

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

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

1. ACCESS SERVICE is the provision of service and facilities under tariff to Interexchange Carriers (IC's) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging Interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominately used by a customer and from which the customer obtains a mobile telephone number.

5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by the appropriate regulatory body.

6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.

7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.

9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.

10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.

11. EXCHANGE or LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange have the same meaning as in the traditional regulatory and ratemaking contexts.

12. EXCHANGE CARRIER shall mean a carrier authorized by state or federal regulatory commission to provide local exchange or access service.

13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 32, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.

14. FEDERAL and STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independent Company's official earnings statements for the compensation period. Prior years tax adjustments will be included in compensation as currently booked. Income taxes used in calculating the compensation ratio will be developed using operating income taxes determined consistently with procedures used by Bell on its official earnings statements for the compensation period.

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

15. INTERCOMPANY SETTLEMENTS (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred.

16. INTEREST CHARGED CONSTRUCTION means the amount of money charged as interest against the book dollars held in Account 2004 "Telephone Plant Under Construction" that forms a part of "Book Costs". Interest charged to construction will be included as income for determining the compensation ratio.

17. INTEREXCHANGE means between exchanges. Interexchange may include extended area services and toll services, depending upon applicable tariffs.

18. INTEREXCHANGE CARRIER (IC) denotes any individual, partnership, corporation, association or governmental agency, or any other entity, which subscribes to Access services and is authorized by a state or federal regulatory body to provide interstate or intrastate telecommunication services for its own use or for the use of its customers.

19. INTERLATA/INTER-MARKET AREA TELECOMMUNICATION means telecommunication between LATAs/Market Areas. (Reference: Opinion filed July 8, 1983, Civil Action No. 82-0192, U. S. District Court for the District of Columbia.)

20. INTRALATA/INTRA-MARKET AREA CROSS-BOUNDARY FOREIGN EXCHANGE SERVICE is an FX service provided within the same LATA/Market Area by extension of the exchange service of the serving exchange across the common boundary to the customer without passing through a central office.

21. INTRALATA/INTRA-MARKET AREA FACILITIES are the outside plant and central office facilities required to connect plant in one exchange to plant in another exchange when both exchanges are within the same LATA/Market Area.

22. INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE (FX) SERVICE is exchange telephone service furnished within the same LATA/Market Area from an exchange (rate center) other than the exchange (rate center) serving the area in which the customer is located and from which he would normally be served.

23. INTRALATA/INTRA-MARKET AREA TELECOMMUNICATION means telecommunication within a LATA/Market Area.

24. INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES REVENUE POOL is the statewide total of all revenues for IntraLATA/Intra-Market Area Interexchange Private Line Services billed by participating local exchange telephone companies.

25. LATA or LOCAL ACCESS AND TRANSPORT AREA means a geographic area encompassing one or more local exchange areas within which a Bell Company may provide interexchange telecommunication services as prescribed and approved by the U. S. District Court for the District of Columbia in U. S. vs. AT&T 552 F.SUPP. 131 (D.D.C. 1982) Aff'd 51 U.S.C.W. 3632 (Feb. 28, 1983) No. 82-952.

26. LOCAL COMPANY is the Company in which the station or other customer termination for an FX (Foreign Exchange) service is located.

27. LOCAL EXCHANGE is the exchange in the Local Company's area in which the station or other customer termination for an FX service is located.

28. LOCAL LOOP is the outside plant (including drop and protector) and circuit equipment extending between the customer's premises and the customer's normal local central office. This central office is normally the first central office in which the circuit from the customer's premises is connected to a main frame.

29. MARKET AREA means a geographic area encompassing one or more local exchange areas within which an Independent Company may provide interexchange telecommunication services.

30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of the Independent Company.

31. A MESSAGE BILLED TO A THIRD PARTY is a toll message to be billed to a station other than the station at which the message originates or terminates. Messages billed to third parties will be treated as "Sent-Collect" at the station where they originate and "Received-Collect" at the station where they are billed, except that if the charges are billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".

32. MESSAGE DISTRIBUTION includes the identification, formatting, and invoicing (packing) of message data.

33. MESSAGE INVESTIGATION CENTER investigates messages which are either unbillable to a customer (pre-billing errors) or which have been disputed (uncollectible) by a customer.

34. MESSAGE TRANSMISSION (CMDS) is the sending and receiving of message data via a centralized distribution point.

35. MOBILE TELEPHONE SERVICE means a communication service through a land radiotelephone base station between a landline exchange telephone and a mobile unit or between two mobile units.

36. MOBILE SERVICE AREA means the territory designated in applicable tariffs as the mobile service area.

37. MOBILE SERVICE AREA MESSAGE means a message through a land radiotelephone base station serving the mobile service area between a landline exchange telephone and a mobile unit, or between two mobile units.

38. NETWORK comprises that portion of facilities used in the origination and termination of IntraLATA/Intra-Market Area Toll Services, including the operating, switching and transmitting, between or within toll tandem switching entities.

39. PARTY means the Bell company or Independent Company or both, as the context shall require.

40. A PERSON CALL BACK (P-CB) MESSAGE is a delayed person-to-person toll message where the call back to the customer who initially originated the call is completed by an operator at a toll center other than that from which the call was originally filed. Such a message will be treated as "sent-collect" at the calling station from which the message is subsequently completed and "received-collect" at the station where it is billed.

41. POINT OF CONNECTION (POC) means the point at which the facilities of exchange carriers meet in providing service.

42. POINT OF PRESENCE (POP) is a physical location within a LATA/Market Area at which an Interexchange Carrier (IC) establishes itself for the purpose of obtaining access service.

43. RATING is the computation of the applicable charges for a message based on a schedule of tariffed rates.

44. RECORDING is the storage on magnetic tape or other medium, of the basic billing details of a message in Automatic Message Accounting (AMA) format.

45. A RECEIVED-COLLECT (RC) MESSAGE is a toll message terminating at a station where the charge is to be billed to the terminating station.

46. REVENUES are tariff amounts chargeable for telecommunication services enumerated in specific Annexes.

47. ROAMER is a transient mobile unit which is operating in a service area other than that serviced by its base station of registry.

48. A SENT-PAID (SP) MESSAGE is a toll message originating at a station where the charge is to be billed to the originating station. (See also 31 above.)

49. A SENT-COLLECT (SC) MESSAGE is a toll message originating at a station where the charge is to be billed to the terminating station.

50. SERVING COMPANY is the Company in which the central office switching facilities (dial tone) for an FX are located.

51. SERVING EXCHANGE is the exchange in the Serving Company's area in which the central office switching facilities (dial tone) for an FX service are located.

52. The SYSTEM OF THE BELL COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA traffic or Access Service including those facilities owned or leased from others by the Bell Company and excluding facilities leased by the Bell Company to others.

53. The SYSTEM OF THE INDEPENDENT COMPANY means the exchange and interexchange switching, operator service and transmission facilities that route, switch, assist and transport intraLATA/intra-Market Area traffic or Access Service including those facilities owned or leased from others by the Independent Company and excluding those leased by the Independent Company to others.

54. TELECOMMUNICATION means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

55. A TOLL CALLING CARD MESSAGE will be treated as "Sent-Collect" at the station where it originates and "Received-Collect" at the station where it is billed, except that if the charges are to be billed to another station in the same exchange in which the message originates, such message shall be treated as "Sent-Paid".

56. UNCOLLECTIBLE REVENUES are defined as amounts of money which a Company is lawfully entitled to receive and prove impossible or impracticable to collect.

Executed this 26th day of July 19 88 .

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: September 16, 1986

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

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

~~Annex II - Intrastate IntraLATA/Intra Market Toll Services (Average Schedule)~~ Not applicable.

Annex III - Intrastate Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

~~Annex VI - Circuit Facility Rental~~ Not applicable.

Annex VII - IntraLATA/Intra-Market Foreign Exchange Service

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XII - ~~Exchange Access Facility Lease~~ Not applicable.

Annex XIII - ~~Floor Space, Power, Testing and Equipment~~ Not applicable.

Annex XIV - ~~E911~~ Not applicable.

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Executed the 16TH day of September, 19X6.

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

_____

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1

to

BASIC AGREEMENT

DATED JANUARY 1, 1984

EFFECTIVE: APRIL 26, 1984

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

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

Executed this 20th day of June, 1984.

Witness:

ALLTEL FLORIDA, INC.

Barbara C. Case

By _____
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

Ann Barkley

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 NORTH FLORIA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions for the provision of certain telecommunication services and facilities as hereinafter described.

SECTION I
SCOPE OF THE AGREEMENT

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

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

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

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

SECTION II
METHODS AND PRACTICES

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

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

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

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

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

SECTION III
FORCE MAJEURE

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

SECTION IV
PROTECTION OF PROPRIETARY INFORMATION

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

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

A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation ("Proprietary Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving Company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications services and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by the Bell Company and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.

B. Neither Company shall be held liable for any errors or omissions in any Proprietary Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company to the other Company for the use of any Proprietary Information covered by this Agreement or any of its Annexes.

C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary Information. Under such circumstances, each Company agrees to cooperate in seeking reasonable protective arrangements requested by the other Company.

D. In the event either Company discloses, disseminates or releases any Proprietary Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary Information previously provided, to such Company; such refusal to provide any further

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

E. It is agreed that any and all proprietary information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.

F. It is agreed that as a result of the uniqueness of this proprietary information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such proprietary information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

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

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

SECTION V
EXCHANGE OF INFORMATION

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

SECTION VI
NON-TELEPHONE COMPANY OPERATIONS

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

SECTION VII
COMPLIANCE MONITORING

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

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

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

SECTION VIII
TREATMENT OF INDIRECT COMPANIES

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

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

SECTION IX
COMPENSATION ARRANGEMENTS

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

SECTION X
BILLING ARRANGEMENTS

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

SECTION XI
TERMINATION

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

SECTION XII
DEFAULTS AND VIOLATIONS

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

SECTION XIII
ASSIGNMENT

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

SECTION XIV
INDEMNIFICATION

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

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

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

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

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

SECTION XV
NOTICE

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

SECTION XVI
GOVERNING LAW

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

SECTION XVII
SEVERABILITY

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

SECTION XVIII
AMENDMENTS; WAIVERS

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

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

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

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers on the 30th day of December, 19 83.

Witness:

Sandra M. Jerrells

NORTH FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: January 1, 1984

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

~~Annex II - Intrastate IntraLATA/Intra Market Toll Services (Average Schedule)~~ Not applicable.

Annex III - Intrastate Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

~~Annex VI - Circuit Facility Rental~~ Not applicable.

Annex VII - IntraLATA/Intra-Market Foreign Exchange Service

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XII - Exchange Access Facility Lease Not applicable.

Annex XIII - Floor Space, Power, Testing and Equipment Not applicable.

Annex XIV - E911 Not applicable.

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Executed the 8th day of March , 1984 .

Witness:

Sandra M. Jerrells

NORTH FLORIDA TELEPHONE COMPANY

By Norman R. Wiste
Vice President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By
Assistant Vice President

EXHIBIT B

DEFINITIONS

Effective: January 1, 1984

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

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

1. ACCESS SERVICE is the provision of services and facilities under tariff to interexchange Carriers (ICS) for interexchange telecommunication.

2. ACCESS SERVICE BILLS shall mean those documents used for itemizing of and charging interexchange Carriers for Access Service.

3. ACCESS SERVICE DATA shall mean those data collected, processed and formatted for creating Access Service Bills.

4. BASE STATION OF REGISTRY means the Mobile Telephone base station serving an area predominantly used by a customer and from which the customer obtains a mobile telephone number.

5. BOOK COST assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 100.1, 100.2, 100.3, and 122 minus the amounts recorded in Accounts 171, 172, and 176. In addition, book costs will include amounts in Account 100.4 to the extent such costs are agreed to by both parties.

6. CHARGES shall mean the amount of money billed to a customer for services rendered, authorized by any tariff or other authority approved by the cognizant state or federal regulatory commission or municipal regulatory authority.

7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

8. COMMON BOUNDARY is the portion of the boundary of one exchange that coincides with the boundary of another exchange.

9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.

10. COMPENSATION is the amount of money due from the Bell Company to the Independent Company or from the Independent Company to the Bell Company for services and facilities provided under this Agreement.

11. EXCHANGE OR LOCAL EXCHANGE means a geographic area within which a Bell Company or an Independent Company may provide local telecommunication services under a common non-toll rate structure. As used in this Agreement, the terms Exchange and Local Exchange has the same meaning as in the traditional regulatory and ratemaking contexts.

12. EXCHANGE CARRIER shall mean those carriers authorized by state or federal regulatory commission to provide local exchange or access service.

13. EXPENSES assignable to services covered by this Agreement include telephone operating expenses as defined by FCC Rules and Regulations, Part 31, Uniform System of Accounts, plus those miscellaneous income charges which represent contributions for charitable and other comparable purposes and the non-recoverable costs of abandoned construction projects. Expenses also include the telephone operating portion of taxes.

14. FEDERAL AND STATE INCOME TAXES - The amount of income taxes will be determined using procedures consistent with those used for determining the operating income taxes recorded on the Independnet 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 aginst 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 30th day of December 1983.

Witness:

Sandra M Jewells

NORTH FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

Ann Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective: January 1, 1984

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

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

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

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

NOTE 1: These exchanges have two possible routes:

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

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

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

Executed this 30th day of December, 1983.

Witness:

Sandra M Jewells

NORTH FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

S.M. Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

EXHIBIT D

TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective: January 1, 1984

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

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

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

Executed this 30th day of December, 19 83 .

Witness:

Sandra M. Jerells

NORTH FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

Sm Barkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By R. T. Burns
Assistant Vice President

Annex XXIX

(100)

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

EFFECTIVE JANUARY 1, 1991

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

This Supplement is issued to revise BHMOC quantities.

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

I. For ALLTEL payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC
Gainesville	ARCHFLMA	40
	BKVLFLJF	10
	BRSNFLMA	14
	CDKYFLMA	2
	CFLDFLMA	13
	CSCYFLMA	7
	DNLNFLWM	26
	GSVLFLMA	362
	GSVLFLNW	40
	HWTHFLMA	96
	KYHGFLMA	82
	MCNPFLMA	83
	NWBYFLMA	48
	OLTWFLLN	5
	TRENFLMA	9
	WWSPFLHI	1
	WWSPFLSH	3
	YNTWFLMA	3
	Total	844
Jacksonville	BLDWFLMA	77
	FRBHFLFP	184
	FTGRFLMA	4
	GCSPFLCN	58
	JCBHFLMA	88

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

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

II. For Southern Bell payments to ALLTEL:

Gainesville	BRKRFLXA	50
	CITRFLXA	117
	MCINFLXA	421
	MLRSFLXA	42

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

LATA	WIRE CENTER CLLI		BHMOC
Gainesville	ORSPFLXA		81
	WALDFLXA		117
		Total	828
Jacksonville	ALCHFLXA		302
	BORAFLXA		27
	BRFRFLXA		283
	CLHNFLXA		406
	CRCYFLXA		239
	DWPKFLXA		37
	FLRHFLXA		146
	FTWHFLXA		45
	HGSPFLXA		243
	HLRDFLXA		631
	HSNGFLXA		138
	INTRFLXA		275
	JNGSFLXA		70
	JSPRFLXA		221
	LKBTFLXA		361
	LRVLFLXA		74
	LVOKFLXA		791
	MAYOFLXA		114
	RAFRFLXA		93
	WHSPFLXA		80
	WLBRFLXA		243
		Total	4,819
		Total all LATAs	5,647

Executed the 14th day of November , 1990 .

Witness:

ALLTEL FLORIDA, INC.

Vice President

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Assistance Vice President

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

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

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and

B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

Intrastate IntraLATA Toll Services are defined for the purpose of this Annex as including (1) IntraLATA Message Telecommunication Services (MTS), (2) Wide Area Telecommunication Service (WATS), and (3) 800 Service which are furnished in part by the system of ALLTEL 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 12th day of October , 1988 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
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 ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

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

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

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

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

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

II. TARIFF STRUCTURES AND RATES

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

III. DATA REPORTING

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

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

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

V. JOINTLY PROVIDED TRANSPORT

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

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

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

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

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

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 ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. For ALLTEL payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	TOTAL
Gainesville	ARCHFLMA	62	21	83
	BKVLFLJF	20	1	21
	BRSNFLMA	28	1	29
	CDKYFLMA	11	1	12
	CFLDFLMA	40	1	41
	CSCYFLMA	31	1	32
	DNLNFLWM	51	1	52
	GSVLFLMA	368	8	376
	GSVLFLNW	72	1	73
	HWTHFLMA	121	1	122
	KYHGFLMA	88	2	90
	MCNPFLMA	123	1	124
	NWBYFLMA	105	1	106
	OLTWFLLN	14	1	15
	TRENFLMA	17	1	18
	WWSPFLHI	11	1	12
	WWSPFLSH	37	1	38
	YNTWFLMA	4	1	5
	Total	1203	46	1249
Jacksonville	BLDWFLMA	193	11	204
	FRBHFLFP	396	13	409
	FTGRFLMA	14	1	15
	GCSPFLCN	242	33	275
	JCBHFLMA	212	11	223
	JCBHFLSP	39	2	41
	JCVLFLAR	391	14	405
	JCVLFLAB	11	1	12
	JCVLFLBW	259	14	273
	JCVLFLCL	879	64	943

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

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
Jacksonville	JCVLFLFC	319	17	336
	JCVLFLLF	380	11	391
	JCVLFLNO	526	46	572
	JCVLFLOW	266	3	269
	JCVLFLRV	360	24	384
	JCVLFLSJ	333	24	357
	JCVLFLSM	283	28	311
	JCVLFLWC	256	42	298
	LKCYFLMA	1689	91	1780
	MDBGFLPM	179	14	193
	MNDRFLLO	47	8	55
	MNDRFLLW	314	1	315
	MXVLFLMA	55	2	57
	ORPKFLMA	255	13	268
	ORPKFLRW	189	8	197
	PLTKFLMA	402	53	455
	PMPKFLMA	74	3	77
	PNVDFLMA	88	1	89
	STAGFLBS	184	11	195
	STAGFLMA	486	25	511
	STAGFLSH	314	22	336
	WELKFLMA	80	2	82
	YULEFLMA	195	6	201
	Total	9910	619	10529
	Total all LATAs	11113	665	11778

II. For Southern Bell payments to ALLTEL:

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

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

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's TOTAL
Jacksonville	ALCHFLXA	1125	33	1158
	BORAFLXA	141	1	142
	BRFRFLXA	732	1	733
	CLHNFLXA	2390	185	2575
	CRCYFLXA	651	11	662
	DWPKFLXA	146	1	147
	FLRHFLXA	517	30	547
	FTWHFLXA	256	7	263
	HGSPFLXA	497	3	500
	HLRDFLXA	1293	24	1317
	HSNGFLXA	999	93	1092
	INTRFLXA	891	101	992
	JNGSFLXA	182	19	201
	JSPRFLXA	691	13	704
	LKBTFLXA	812	9	821
	LRVLFLXA	233	2	235
	LVOKFLXA	1740	44	1784
	MAYOFLXA	365	5	370
	RAFRFLXA	338	1	339
	WHSPFLXA	585	9	594
	WLBRFLXA	533	11	544
	Total	15117	603	15720
	Total all LATAs	16719	646	17365

Executed the 12th day of October , 1988.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

Annex XXVIII

(106)

SUPPLEMENT NO. 4
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued October 12, 1992

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

A study of booked intrastate expenses and average intrastate investment for the period January 1, 1991 through December 31, 1991 has been completed as provided in Exhibit A to the identified Agreement with the following results:

	Private Line
1991 Study Costs	$574,393
1991 Preliminary Settlements	$552,250
Net Due ALLTEL	$ 22,143

Upon the execution of this supplement BellSouth will credit the account of ALLTEL in the amount of $22,143 in final settlement for Private Line business for the period January 1, 1991 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 14th day of January, 1993.

Witness:

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

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

Issued September 16, 1991

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

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

	Private Line
1990 Study Costs	$526,010
1990 Preliminary Settlements	$564,000
Net Due Bell	$ 37,990

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

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

Executed this 24th day of October, 1991.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

Carmen Woodbury

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Issued August 28, 1990

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

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

	Private Line
1989 Study Costs	$560,860
1989 Preliminary Settlements	649,900
Net Due Bell	$ 89,040

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

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

Executed this 1st day of October, 1990.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

IntraLATA Private Line

Meet Point Billing Option

☐	**Single Bill/Single Tariff**
☒	**Multiple Bill/Multiple Tariff**
☐	**If you have selected the Single Bill Option and you wish Southern Bell to be the billing company, please check here.**

ALLTEL Florida, Inc.

Company

Harriet Eudy

Harriet Eudy - Supervisor-Regulatory Matters — August 29, 1990

Name/Title — **Date**

SOUTHERN BELL

C. M. Rodgers, J - Operations Manager — 11/5/90

Name/Title — **Date**

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

Issued February 20, 1990

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

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

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

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

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

Executed this 15th day of March, 1990.

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Secretary-Treasurer

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

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

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

I. TRAFFIC COVERED BY THIS ANNEX

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

II. ALLTEL EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

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

V. BASIS OF COMPENSATION

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

VI. DEFAULTS OR VIOLATIONS

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

VII. TERM OF ANNEX

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

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

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

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

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

I. METHOD OF COMPENSATION

A. ALLTEL shall receive as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool, as defined herein, less administration expenses incurred by the pool administrator, an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services as determined by approved separations procedures; less

2. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of ALLTEL; plus

3. An amount to give ALLTEL the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the Private Line pool's achieved return on the average net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services.

B. Within ten (10) working days following the close of a calendar month Southern Bell will furnish to ALLTEL a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate IntraLATA/Intra-Market Area Interexchange Private Line revenues defined herein billed by ALLTEL; less

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

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

C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.

D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of ALLTEL. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

A. Compensation in accordance with provisions of Section I above shall be made on the basis of periodic studies. In making such studies, the parties shall be governed by the intent of separations principles and procedures as incorporated into Part 36 of the FCC Rules and Regulations. Other modifications if agreed to by both parties may be incorporated into the study.

B. The compensation base is the sum of the average monthly net book costs for the study period divided by the number of months in the study period.

C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

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

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

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

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

B. Southern Bell shall advise ALLTEL within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by Southern Bell. Required study revisions completed within thirty (30) days from notification by Southern Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from date of Southern Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If ALLTEL failed to meet its obligations:

1. Any retroactive compensation amount due ALLTEL shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and

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

If Southern Bell failed to meet its obligations:

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

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

IV. SYSTEM OF ACCOUNTS

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

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

V. RIGHT OF REVIEW

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

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

VI. STATE REGULATORY MATTERS

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

Executed the 26th day of July , 19 88 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President
OR

Annex VII

(108)

ANNEX VII
INTRALATA/INTRA-MARKET AREA FOREIGN EXCHANGE SERVICE

This Annex is effective as of the 10th day of February, 1992 between BellSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", a corporation under the laws of the State of Georgia, herein called "BellSouth", and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, herein called "ALLTEL". Upon its execution, any previous Annex VII is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. PROVISION OF FACILITIES

A. The Local Company will provide and maintain the facilities required at the customer's premises, (except for customer provided equipment) and the facilities required to connect the facilities at the customer's premises to the IntraLATA/Intra-Market Area channel.

B. IntraLATA/Intra-Market Area channels will be provided and maintained, unless otherwise agreed, under the same division of ownership that applies to channels for IntraLATA/Intra-Market Area Interexchange Private Line Services.

C. The Serving Company will provide and maintain the facilities required to connect the IntraLATA/Intra-Market Area channel to the central office switching equipment through which the service is provided.

II. CUSTOMER CONTACTS

A. Either the Serving Company or the Local Company may handle the contractual arrangements with customers for IntraLATA FX Service.

B. Both the Serving Company and the Local Company will determine their own deposit requirements, if any, and assist the Billing Company by securing credit information for customers located in their exchange area.

C. Detailed information should be passed from the company who initiates the customer's order, to the other company in order that proper procedures may be followed to ensure completion of service in a normal time frame. Consideration should also be given to ensure that proper directory listing and billing information is processed.

III. BILLING AND COLLECTION

Each company shall bill the customer directly, its tariff rates, for services and facilities it furnishes.

A. Interexchange channel charges will be billed as follows:

1. Fixed monthly charges: 50% billed by Serving Company and 50% billed by Local Company.

2. Non-recurring charges: 50% billed by the Serving Company and 50% billed by the Local Company.

3. Mileage based monthly charges will be billed by involved companies based on billing percentages shown in the N.E.C.A. FCC tariff No. 4.

B. The Serving Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Serving Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Bridging charges; and,
(b) IntraLATA/Intra-Market Area Message Toll calls.

2. The Serving Company tariff rates for exchange services and facilities provided by the Serving Company including the following, if applicable:

(a) Central office dial or touchtone (or equivalent) exchange line charge;
(b) FX usage charges;

(c) Additional or foreign listing charges in the Serving Company directory;
(d) Number change charges:
(e) Local charges for additional services provided by the Serving Company such as custom calling or foreign central office service;
(f) Basic termination liability where applicable;
(g) Supplemental service charge;
(h) Service Ordering charges;
(i) Denied Service Restoral Charge; and
(j) Dishonored Check Charge.

C. The Local Company will bill its tariff rates and collect charges including but not limited to the following items:

1. The Local Company tariff rates for IntraLATA/Intra-Market Area message toll service and IntraLATA/Intra-Market Area interexchange channel facilities including the following, if applicable:

(a) Local channel charges; and
(b) Bridging charges

2. The Local Company tariff rates for exchange services and facilities provided by the Local Company including the following, if applicable:

(a) Station equipment both monthly recurring and non-recurring;
(b) Outside base rate area mileage or zone charges;
(c) Additional or foreign listing charges in Local Company directory;
(d) Subsequent non-recurring charges for visits to the customer's premises, maintenance and inside move or change charges to customer's equipment;
(e) Basic termination liability;
(f) Jack charge where applicable under registration program;
(g) Denied Service Restoral Charge; and
(h) Dishonored Check Charge.

IV. BASIS OF COMPENSATION

Compensation for FX channel facilities will be in accordance with the INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES ANNEX in effect between companies.

IntraLATA/Intra-Market Area message toll revenue and compensation will be handled in accordance with the MODIFIED ACCESS-BASED COMPENSATION FOR INTRASTATE INTRALATA TOLL SERVICES ANNEX in effect between the companies.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 16th day of September , 1992 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

Annex III

(109-A)

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

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

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

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

Executed this 3rd day of July , 1990.

Witness:

Thomas L. Jackson

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

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

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

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

III. COMPENSATION

B. Special Access

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

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

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 , 19 90.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

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

AMENDMENT

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

I. PURPOSE

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

II. STANDARDS

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

III. COMPENSATION

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

A. Switched Access

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

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

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

IV. PROVISIONING

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

V. COLLECTION PRACTICES AND LEGAL RECOURSE

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

VI. TERMS

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

Executed this 5th day of December , 1989 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ATTACHMENT 1
TO
AMENDMENT
TO
ANNEX III

MEET POINT BILLING REVENUE DISTRIBUTION

Effective January 1, 1988

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

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

I. JOINT TRANSPORT

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

A. Switched Access

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

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

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

II. RECORDING AND MESSAGE PROCESSING

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

Executed this 5th day of December, 1989.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy P. Bennett

By _____
Assistant Vice President
for

SUPPLEMENT 5

Issued December 1, 1986

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

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

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

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

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

Executed this 6th day of January, 1987.

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT 4

Issued November 1, 1985

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

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

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

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

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

Executed this 16th day of December, 1985.

WITNESS:

Sandra M Jenelle

ALLTEL FLORIDA, INC.

By _____
President

WITNESS:

Ann Barkley

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY

By _____
Assistant Vice President

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

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

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

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Determine and define the compensation to be received by the companies for the provision of Intrastate Joint Access Services;

B. To specify the facilities and methods used to provide such Joint Access Services; and

C. To establish the methods and procedures used to distribute between the companies the revenues received from the charges for such Joint Access Services.

II. PROVISION OF SERVICE

A. The companies agree to maintain connections between their Access Systems for the exchange of Intrastate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The InterLATA traffic originated and terminated under this Annex shall be routed through said point or points of connection, as appropriate.

B. The companies agree to connect or permit the connection of each of their Access Systems with facilities of Interexchange Carriers for the purpose of providing Intrastate Joint Access Services. The Access Service tariffs of the parties shall apply to the facilities and services provided by them. Neither company will connect or permit the connection, either directly or indirectly, of their Access System, for the

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

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

III. COMPENSATION

A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the attached Exhibit A.

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

IV. AVAILABILITY OF DATA

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

V. TERM

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

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

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

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

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

I. SPECIAL CONSTRUCTION CHARGES. Special construction charges for facilities used for communication services covered herein shall be the charges of the constructing party and shall be identified as such in the appropriate tariff. Unless otherwise agreed to by the parties, each party shall enter into its own special construction contracts with the customer and shall be responsible for the collection of all sums receivable thereunder. Such charges shall be deducted from the books of accounts in determining the net book costs of the parties.

II. TARIFF STRUCTURES AND RATES. Each party agrees to file and maintain or to concur in tariffs for Intrastate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Intrastate Access services as follows:

A. The Company in whose area the Access Service originates (End Office) will bill their tariffed access charge rate elements associated with all the services provided. These Services, may include, but are not limited to:

1. Switched Access;
2. Special Access;
3. Billing and Collecting; and
4. Directory Assistance

B. Each Company agrees that the End Office Company will compensate the other Company (Point of Presence, or POP, Company) for any portion of the Access Services provided. The portions of the Access Services which may be provided by the POP Company include, but are not limited to:

1. All or part of Local Transport;
2. Recording of Intrastate InterLATA Messages; and
3. Message processing of Intrastate InterLATA Messages.

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

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

Approved and executed this 6th day of August, 19 85.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

ANNEX III

ATTACHMENT 1
TO
EXHIBIT A

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

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

I. JOINT LOCAL TRANSPORT

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

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

II. RECORDING AND MESSAGE PROCESSING

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

III. OTHER SERVICES PROVIDED BY BELL

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

Executed this 6th day of August , 19 85 .

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By John T. Lundan
Vice President

Witness:

Sue Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By J. Brooks
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX III
INTRASTATE ACCESS REVENUE DISTRIBUTION

EXHIBIT B

TRANSITION AGREEMENT
INTRASTATE ACCESS SETTLEMENTS

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

I. GENERAL PROVISION

A. This Exhibit covers Intrastate access settlements for periods prior to July 1, 1985 which reflect revenues related to and compensation for participation in Intrastate Access Services as defined in Annex III, Section I effective January 1, 1984.

B. The rights and obligations of the parties under Annex III effective January 1, 1984 arising as a result of events and transactions occurring before July 1, 1985 shall continue after July 1, 1985 except as expressly amended in this Exhibit.

C. The term settlement adjustments as used in this Exhibit refers to modifications of final settlement payments to correct errors or omissions to the final settlement calculations.

II. SETTLEMENT ADJUSTMENTS

A. Settlement adjustments for Intrastate Access made after July 1, 1985, shall be made as follows:

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

2. Each party shall exercise due diligence to discover all settlement adjustments to which it or the other party may be entitled under the terms and conditions of Annex III effective January 1, 1984 and its Exhibits so that claims for such settlement adjustments may be made on or before June 30, 1986.

3. Unless, within fifteen (15) days of the making of a payment by a party pursuant to such settlement adjustments and the acceptance of the payment by the other, one party notifies the other of errors or other defects in such settlement adjustment, the payment and acceptance thereof shall constitute complete and full payment of all obligations between the parties with regard to the settlement adjustment. Errors or other defects of which a party is so notified shall be corrected to the parties' mutual satisfaction as soon as practicable after notice is received.

B. Any and all claims, actions and demands relating to or resulting from settlements or settlement adjustments to which the parties may otherwise be entitled under Annex III effective January 1, 1984 must be brought on or before the first workday of July, 1986.

III. REQUIRED ADJUSTMENTS

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

IV. CALCULATION OF SETTLEMENT ADJUSTMENTS

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

V. REVIEW PROCEDURES

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

VI. TERM OF AGREEMENT

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

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

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. CO.

By _____
Assistant Vice President

SUPPLEMENT NO. 1

to

ANNEX III

INTRASTATE ACCESS REVENUE DISTRIBUTION

DATED JANUARY 1, 1984

EFFECTIVE: APRIL 26, 1984

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

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

Executed this 20th day of June, 1984.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TEL. AND TEL. COMPANY

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 NORTH FLORIDA TELEPHONE COMPANY, a corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions regarding the provision of Intrastate Access Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

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

II. INDEPENDENT COMPANY EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING AND IDENTIFICATION

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

VI. MONTHLY COMPENSATION

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

VII. BASIS OF COMPENSATION

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

VIII. DEFAULTS OR VIOLATIONS

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

IX. TERM OF ANNEX

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

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

Witness:

Sandra M. Jewells

NORTH FLORIDA TELEPHONE COMPANY

By Norman R. Westcott
Vice President

Witness:

S M Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R T 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 NORTH FLORIDA TELEPHONE COMPANY, hereinafter called the Independent Company, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company.

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

I. METHOD OF COMPENSATION

A. The Independent Company will report all revenues for Intrastate Access Services to the Intrastate Access Services Pool. The Independent Company shall receive as its share of revenues from the pool an amount equal to:

1. The portion of expenses and taxes applicable to Intrastate Access Services as determined by approved separations procedures; plus

2. Compensation to indirect companies provided such compensation does not exceed compensation computed under terms of this Annex; less

3. The Intrastate Access portion of the interest charged construction of the Independent Company; plus

4. An amount to give the Independent Company the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate Access services as the pool's achieved return on the average net book costs of property devoted to Intrastate Access services.

B. Within ten (10) working days following the close of a calendar month the Bell Company will furnish to the Independent Company a statement of preliminary compensation for that month reflecting the net of:

1. Intrastate access revenues defined herein billed by the Independent Company; less

2. The net of the Independent Company's compensation as determined in A.1. through A.4. above.

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

C. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, rate of return, and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other, on mutually agreeable schedules, monthly and annual data and/or forecasts including but not limited to investment (primary account), expenses (account), tax items, billing units and traffic usage data. Schedules for the exchange of data will be developed as agreed to by the parties prior to the beginning of each calendar year, however the schedule may be modified throughout the year if agreed to by both parties.

D. Uncollectible revenues as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the Independent Company. Documented fraud will not be counted in the 2% maximum.

II. SEPARATION PROCEDURES

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

B. The compensation base is the total average monthly net book costs divided by the number of months in the study period.

C. Detailed basic investment, expense and traffic separations studies shall be conducted and introduced into settlements in accordance with a schedule of such studies which shall be mutually developed and agreed to prior to the beginning of each year. Deviation from agreed upon schedule for these studies will be permitted only by written consent of both parties. Delayed studies shall be entered retroactively to the original schedule month, unless otherwise mutually agreed upon by both parties.

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

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

E. Rural Telephone Bank Class B stock included in Account 102, Other Investments, will be treated as an operating investment for compensation purposes, if the Independent Company petitions its state commission and subsequently obtains permission for inclusion of said stock in the rate base for rate making purposes. Associated fixed charges along with any other interest charges in Account 335, Interest on Funded Debt, shall be allocated for Federal Income Tax purposes in accordance with the Separations Manual. Patronage dividends received in the form of Class B common stock are to be recorded only as memorandum entries on the book of account.

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

III. SEPARATION STUDIES REVISIONS

A. The Independent Company shall prepare revised separation studies annually based on the most recent calendar year. Such studies shall be completed within three (3) months following the close of the study period unless a later completion date is mutually agreed to in writing by both parties. No later than thirty (30) days following the close of the agreed upon study period, the Independent Company and the Bell Company shall establish a schedule for the exchange of data required to enable the Independent Company to complete the study within three (3) months following the close of the study period.

B. The Bell Company shall advise the Independent Company within sixty (60) days after receipt of a study of its acceptance or of revisions required. Final compensation based on acceptable studies shall be made between the parties no later than thirty (30) days following such notification by the Bell Company. Required study revisions completed within thirty (30) days from notification by Bell shall be handled as an acceptable study. Required study revisions completed beyond thirty (30) days from the date of Bell's notification shall be treated as outlined in Paragraph C following, unless otherwise mutually agreed upon in writing.

C. In the event either Company fails to perform its obligations under the terms of Paragraphs A and B the following settlement adjustments shall be applicable.

If the Independent Company failed to meet its obligations:

1. Any retroactive compensation amount due the Independent Company shall be reduced one-twelfth (1/12) for each month the study is delayed starting with the seventh (7) month; and

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

If the Bell Company failed to meet its obligations:

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

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

IV. SYSTEM OF ACCOUNTS

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

In the absence of mutually agreeable Independent Company accounting procedures in areas such as delayed retirements, station accounting studies, etc., the Bell Company's procedures 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 an equivalent method) suitable for processing through the Bell Company's mechanized cost study analysis systems. Output of these systems shall be made available to the Independent Company to aid in tracking and analyzing its costs.

VI. STATE REGULATORY MATTERS

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

Executed the 8th day of March , 19 84 .

Witness:

Sandra M Jewells

NORTH FLORIDA TELEPHONE COMPANY

By Herman L. Weston
Vice President

Witness:

Jan Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R. T. Rivers
Assistant Vice President

Annex IV

(109-E)

SUPPLEMENT NO. 5
TO
ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

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

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

"In order to implement meet point billing for Interstate Access Services, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, INC. (hereinafter "Southern Bell") and ALLTEL FLORIDA, INC. (hereinafter "ALLTEL") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, and all exhibits and attachments thereto retroactive to January 1, 1988 for Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services; and effective July 1, 1990 for Feature Group B Access Services, as follows:"

Executed this 3rd day of July , 1990 .

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

SUPPLEMENT NO. 4
TO
ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

AMENDMENT

In order to implement meet point billing for Interstate Feature Group C, Feature Group D, Special Access, and Directory Assistance Access Services as required by the Federal Communications Commission in its Memorandum Opinion and Order, adopted July 20, 1987, released July 31, 1987, in CC Docket No. 86-104, SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Southern Bell") and ALLTEL FLORIDA, INC. (hereinafter "ALLTEL") agree to amend their Agreement entitled Annex IV, Interstate Joint Access Revenue Distribution, dated January 1, 1984, 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", which required the "end office company" to bill for the jointly provided access services based on its interstate access tariff and to share revenues with the "POP company" and any "intermediate companies" pursuant to the terms of Annex IV. 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 interstate joint access services to access customers for Feature Group C, Feature Group D, Special Access and Directory Assistance Access Services to the involved companies.

A. Switched Access

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

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

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

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.

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 IV or its exhibits or attachments which are inconsistent with or contrary to this Amendment or the above described F.C.C. order are null and void.

Executed this 10th day of January , 1990.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

SUPPLEMENT NO. 3
TO
ANNEX IV

REVISED ATTACHMENT 1
TO
EXHIBIT A

Effective April 1, 1985

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, effective August 10, 1984 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement, issued to reflect joint provisioning for Interstate Special Access, replaces in its entirety the previous Attachment 1 to Exhibit A.

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.

POP (Svg. Wire Center)	End Office	End Office Company % Ownership	POP Company % Ownership
Gainesville (GSVLFLMA)	Brooker (BRKRFLXA)	56	44
	Citra (CITRFLXA)	47	53
	McIntosh (MCINFLXA)	39	62
	Melrose (MLRSFLXA)	47	53
	Orange Springs (ORSPFLXA)	55	45
	Waldo (WALDFLXA)	45	55
Jacksonville (JCVLFLCL)	Callahan (CLHNFLXA)	40	60
	Crescent City (CRCYFLXA)	24	76
	Florahome (FLRHFLXA)	31	69
	Hastings (HSNGFLXA)	24	76
	Hilliard (HLRDFLXA)	51	49
	Interlachen (INTRFLXA)	27	73
Lake City (LKCYFLMA)	White Springs	50	50

II. RECORDING AND MESSAGE PROCESSING

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

III. OTHER SERVICES PROVIDED BY BELL

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

Executed this 6th day of August , 19 85 .

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By John Hunter
Vice President

Witness:

S. M. Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By J. J. Brosha
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX IV
INTERSTATE JOINT ACCESS SERVICES

REVISED EXHIBIT A
BASIS OF COMPENSATION

Effective August 10, 1984

This Supplement and related Attachment 1 are attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY. It is issued to reflect the establishment of an AT&T Communications Operator Services Point of Presence (POP) at the ALLTEL exchange of Live Oak.

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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 for any portion of the Access Services provided. The portions of the Access Services which may be provided by the other 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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate Access Services and will compensate the other 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 28th day of March, 1985.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

ATTACHMENT 1
TO
EXHIBIT A
ANNEX IV

Effective August 10, 1984

Attached to and made a part of Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, effective August 10, 1984 between ALLTEL FLORIDA, INC. 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Gainesville	Brooker	47	53
	Citra	39	61
	McIntosh	48	52
	Melrose	55	45
	Orange Springs	47	53
	Waldo	57	43
AT&T-Communications POP at Jacksonville	Callahan	40	60
	Crescent City	24	76
	Florahome	31	69
	Hastings	24	76
	Hilliard	51	49
	Interlachen	27	73
AT&T-Communications POP at Live Oak	Alachua	Not Applicable	
	Boys Ranch	"	"
	Branford	"	"
	Ft. White	"	"
	High Springs	"	"
	Jasper	"	"
	Jennings	"	"
	Lake Butler	"	"
	Live Oak	"	"
	Luraville	"	"
	Mayo	"	"
	Raiford	"	"
	Wellborn	"	"
	White Springs	"	"

II. RECORDING AND MESSAGE PROCESSING

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

III. OTHER SERVICES PROVIDED BY BELL

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

Executed this 28th day of March, 1985.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1

to

ANNEX IV

INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

DATED JANUARY 1, 1984

EFFECTIVE: APRIL 26, 1984

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

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

Executed this 20th day of June, 1984.

Witness:

Barbara C. Case

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

A. McBarkley

SOUTHERN BELL TEL. AND TEL. COMPANY

By _____
Assistant Vice President

ANNEX IV
INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION

This Annex, effective the 1st day of January, 1984, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia herein called the Bell Company, and NORTH FLORIDA TELEPHONE COMPANY, a Corporation under the laws of the State of Florida, herein called the Independent Company, sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Interstate 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 Interstate 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 Interstate Joint Access traffic at the point or points of connection shown in Exhibit C of the Basic Agreement. The Interstate 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 Interstate 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 Interstate Joint Access Services, at any points other than the Points of Connections 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 the 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 Interstate 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 8th day of March, 19 84 .

Witness:

NORTH FLORIDA TELEPHONE COMPANY

Sandra M Jewells

By Florence R. Watson
Vice President

Witness:

SOUTHERN BELL TEL. & TEL. COMPANY

Jan Barkley

By T T Burns
Assistant Vice President

EXHIBIT A
BASIS OF COMPENSATION
INTERSTATE JOINT ACCESS SERVICES

Effective: January 1, 1984

Attached to and made a part of the INTERSTATE JOINT ACCESS REVENUE DISTRIBUTION ANNEX, effective January 1, 1984, between NORTH FLORIDA 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 tariffs for Interstate Access Services provided on a joint basis to Interexchange Carriers.

III. BILLING AND REVENUE DISTRIBUTION. Each party agrees to bill Interexchange Carriers for Joint Interstate 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 (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 Interstate interLATA messages.

C. The End Office Company will retain all revenues billed for Interstate 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 reasonably 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 Interstate interLATA access minutes of use, Interstate interLATA access recorded messages and Interstate interLATA access billed messages. As business requirements change, data reporting requirements may be modified as necessary.

Approved and executed this 8th day of March, 19 84.

Witness:

Sandra M Jerrells

NORTH FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

Jan Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By _____
Assistant Vice President

Replaced 8/85 cc
IV

ATTACHMENT 1
TO
EXHIBIT A

Attached to and made a part of the Exhibit A, BASIS OF COMPENSATION, INTERSTATE JOINT ACCESS SERVICES, dated January 1, 1984 between NORTH FLORIDA TELEPHONE 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.

POP	End Office	End Office Company % Ownership	POP Company % Ownership
AT&T-Communications POP at Gainesville	Brooker	47	53
	Citra	39	61
	McIntosh	48	52
	Melrose	55	45
	Orange Springs	47	53
	Waldo	57	43
AT&T-Communications POP at Jacksonville	Callahan	40	60
	Crescent City	24	76
	Florahome	31	69
	Hastings	24	76
	Hilliard	51	49
	Interlachen	27	73
AT&T-Communications POP at Jacksonville (Opr. Svcs. only)	Alachua	43	57
	Boys Ranch	37	63
	Branford	38	62
	Ft. White	38	62
	High Springs	41	59
	Jasper	38	62
	Jennings	42	58
	Lake Butler	39	61
	Live Oak	35	65
	Luraville	39	61
	Mayo	42	58
	Raiford	41	59
	Wellborn	29	71
	White Springs	28	72

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 8th day of March , 19 84 .

Witness:

Sandra M Jerells

NORTH FLORIDA TELEPHONE COMPANY

By Thomas R. Watts
Vice President

Witness:

Ann Barkley

SOUTHERN BELL TEL. & TEL. COMPANY

By R T Burns
Assistant Vice President

Annex XXIV

(110-A)

ANNEX XXIV

DISTRIBUTION OF INTRASTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective July 1, 1985 between ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, or both, of the parties providing FG A service have not been compensated under Intrastate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FG A switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FG A switched access to an interexchange carrier through the facilities of the primary office.

"FG A REVENUES" are the amounts of Intrastate Local Switching, Line Termination, Local Transport, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Revenues and minutes of use information are provided for Intrastate Access Services from July 1, 1985 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAEA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 2ND day of February 1987.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex XIX
(110-E)

SUPPLEMENT NO. 1
TO
ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE AND USAGE
INFORMATION FOR FEATURE GROUP A ACCESS SERVICES

Effective April 1, 1989

Attached to and made a part of, ANNEX XIX, DISTRIBUTION OF INTERSTATE REVENUE AND USAGE INFORMATION FOR FEATURE GROUP A ACCESS SERVICES, effective May 25, 1984, between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

This Supplement is issued to reflect Southern Bell's withdrawal from the National Carrier Common Line Pool.

The definition "FGA REVENUES" contained in section II, DEFINITIONS, of the identified Annex shall be amended to read:

"FG A REVENUES" are the amounts of Interstate Local Switching, Line Termination, Local Transport, Intercept, and Carrier Common Line chargeable to customers for FG A access services under the tariff of the primary office company less uncollectible revenues.

Executed this 22nd day of May 1989 .

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ANNEX XIX

DISTRIBUTION OF INTERSTATE REVENUE
AND USAGE INFORMATION FOR
FEATURE GROUP A
ACCESS SERVICES

This Annex, effective May 25, 1984, between ALLTEL FLORIDA, INC., a Corporation under the laws of the State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, sets forth the terms and conditions for the distribution of revenues and minutes of use information resulting from the joint provision of Feature Group A (FG A) Access Services and facilities as described herein.

I. SCOPE OF ANNEX

A. The purpose of this Annex is to provide for the distribution of revenues and usage data resulting from the provision of originating and terminating FG A Switched Access Services.

B. Revenues and minutes of use information distributed under this Annex are those collected from customers or measured by the primary office company in accordance with applicable tariffs.

C. Revenues will be distributed under the terms of this Annex only in those cases where one, but not both, of the parties providing FG A service has been compensated through the NECA pool or under Interstate tariffs, toll agreements or EAS agreements.

D. Revenues and usage data which are provided under this Annex are excluded from IntraLATA toll and EAS settlements. Any portion of the minutes of use data provided under this Annex which has been used previously for intraLATA toll and EAS compensation will be excluded to correctly reflect the toll nature of the access traffic.

II. DEFINITIONS

For the purposes of this Annex:

The "PRIMARY OFFICE" is an office which: (1) directly connects to an interexchange carrier; and (2) provides joint FGA switched access service to that interexchange carrier with other end offices.

The "SECONDARY OFFICE" is an office providing joint FGA switched access to an interexchange carrier through the facilities of the primary office.

"FGA REVENUES" are the amounts of interstate Local Switching, Line Termination, Local Transport, and Intercept chargeable to customers for FGA access services under the tariff of the primary office company less uncollectible revenues.

III. APPLICABLE PERIODS

Minutes of Use information is provided for Interstate Access Services from 5-25-84 through 9-30-85. Revenues and minutes of use information are provided for Interstate Access Services from 10-1-85 forward.

IV. AVAILABILITY OF DATA

Whereas this Annex covers revenue and minutes of use information distribution for periods prior to its' execution, the data used as the basis for distribution may vary. The available data will determine the methodology for the distribution. The lack of some information does not relieve either party from the obligation to distribute revenues or minutes of use for the services jointly provided.

Until such time as actual measured usage is available, relative numbers of exchange access lines will be used to apportion revenues and minutes. When both parties have the capability of measuring actual usage at both primary and secondary offices, a mutually acceptable distribution methodology consistent with the available data will be developed.

V. DISTRIBUTION OF REVENUE AND MINUTES OF USE INFORMATION

The revenue or minutes of use distribution is based on a determination of each end office's proportion of access minutes to that of the total minutes of use for all end offices affected by the calculation. Revenues and minutes of use will be distributed to secondary office companies from primary office companies as follows:

1. Originating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the EAS area of the primary office.

2. Terminating FG A access service revenues and minutes of use will be distributed to all companies which operate secondary offices within the LATA of the primary office.

VI. ADMINISTRATION OF REVENUE AND MINUTES OF USE DISTRIBUTION

The primary office company is responsible for the administration, computation and distribution of the access revenues and minutes of use covered under this Annex. The primary office company will calculate the revenue and minutes of use distribution amounts for the applicable time periods. The revenues determined by these calculations shall be remitted by the primary company on a monthly basis.

The total amount of FG A access minutes will be provided monthly for all secondary offices operated by the secondary office company. Both parties agree to collect and distribute the necessary information and make final payments or provide final calculated distributions in a timely manner.

Each party will furnish to the other such information as may be required for revenue and minutes of use distribution, including traffic, access line totals and billing data associated with the services and time periods covered by this Annex. All supporting data will be made available to the other party for review. Discrepancies and requests for further investigation, modification or alteration of the data must be brought to the attention of the primary office company within thirty days after receipt.

VII. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated upon thirty (30) days written notice with or without cause from either party to the other.

In WITNESS WHEREOF, the parties have caused this Annex to be executed by their duly authorized officers this 3RD day of September, 1986.

Witness:

Thomas L. Jackson

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

A. M. Barkley

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 113

SUPPLEMENT NO. 3
TO
ANNEX 113
REVISED EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective May 1, 1995

Attached to and made a part of ANNEX 113, EXTENDED AREA SERVICE, effective August 6, 1992, between ALLTEL FLORIDA, INC. and BELLSOUTH TELECOMMUNICATIONS, INC..

This Supplement is issued to add the Branford-Lake City route.

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between ALLTEL Exchange	and BellSouth Exchange
Alachua	Gainesville
Alachua	Newberry
Branford	Lake City
Brooker	Gainesville
Callahan	Jacksonville
*Crescent City	Palatka
Crescent City	Pierson
Crescent City	Pomona Park
Crescent City	Welaka
Florahome (Clay Co. 661 Only)	Keystone Heights
Florahome	Palatka
Ft. White	Lake City
Hastings	Palatka
Hastings	St. Augustine
High Springs	Gainesville
High Springs	Newberry
*Hilliard	Jacksonville
Interlachen	Palatka
Lake Butler	Gainesville
*Lake Butler	Lake City
Melrose	Gainesville
Melrose	Hawthorne
Melrose	Keystone Heights

*-Message rate route

Between ALLTEL Exchange	and BellSouth Exchange
Waldo	Gainesville
*Waldo	Keystone Heights
Wellborn	Lake City
White Springs	Lake City

*-Message rate route

Executed this 21st day of July, 1995.

Witness:

Claire Cook

ALLTEL FLORIDA, INC.

By _____
~~Secretary/Treasurer~~
Executive Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX 113
REVISED EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective April 30, 1993

Attached to and made a part of ANNEX 113, EXTENDED AREA SERVICE, effective August 6, 1992, between ALLTEL FLORIDA, INC. and BELLSOUTH TELECOMMUNICATIONS, INC..

This Supplement is issued to add the Wellborn-Lake City route.

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between ALLTEL Exchange	and BellSouth Exchange
Alachua	Gainesville
Alachua	Newberry
Brooker	Gainesville
Callahan	Jacksonville
*Crescent City	Palatka
Crescent City	Pierson
Crescent City	Pomona Park
Crescent City	Welaka
Florahome (Clay Co. 661 Only)	Keystone Heights
Florahome	Palatka
Ft. White	Lake City
Hastings	Palatka
Hastings	St. Augustine
High Springs	Gainesville
High Springs	Newberry
*Hilliard	Jacksonville
Interlachen	Palatka
Lake Butler	Gainesville
*Lake Butler	Lake City
Melrose	Gainesville
Melrose	Hawthorne
Melrose	Keystone Heights

*-Message rate route

Between ALLTEL Exchange	and BellSouth Exchange
Waldo	Gainesville
*Waldo	Keystone Heights
Wellborn	Lake City
White Springs	Lake City

*-Message rate route

Executed this 26th day of August, 1993.

Witness:

Melanie C. Howe

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 113
REVISED EXHIBIT A
EXTENDED AREA SERVICE POINTS

Effective September 12, 1992

Attached to and made a part of ANNEX 113, EXTENDED AREA SERVICE, effective August 6, 1992, between ALLTEL FLORIDA, INC. and BELLSOUTH TELECOMMUNICATIONS, INC..

This Supplement is issued to add Bradford and Putnam County routes.

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between ALLTEL Exchange	and BellSouth Exchange
Alachua	Gainesville
Alachua	Newberry
Brooker	Gainesville
Callahan	Jacksonville
*Crescent City	Palatka
Crescent City	Pierson
Crescent City	Pomona Park
Crescent City	Welaka
Florahome (Clay Co. 661 Only)	Keystone Heights
Florahome	Palatka
Ft. White	Lake City
Hastings	Palatka
Hastings	St. Augustine
High Springs	Gainesville
High Springs	Newberry
*Hilliard	Jacksonville
Interlachen	Palatka
Lake Butler	Gainesville
*Lake Butler	Lake City
Melrose	Gainesville
Melrose	Hawthorne
Melrose	Keystone Heights

*-Message rate route

Between ALLTEL Exchange	and BellSouth Exchange
Waldo	Gainesville
*Waldo	Keystone Heights
White Springs	Lake City

*-Message rate route

Executed this 26th day of August, 1993.

Witness:

Melanie A. Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX 113
EXTENDED AREA SERVICE

THIS ANNEX, effective August 6, 1992, between ALLTEL FLORIDA,INC., a corporation under the laws of the State of Florida (herein called "ALLTEL"), and BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the State of Georgia (herein called "BellSouth"), sets forth the basic provisions under which non-optional Extended Area Service will be furnished between exchanges of ALLTEL and exchanges of BellSouth. This Annex cancels and replaces in its entirety any previously executed Annex V between the Companies along with all Exhibits, Attachments or Supplements thereto.

I. EXTENDED AREA SERVICE

Extended Area Service (EAS) is an arrangement whereby calls may be placed between two or more exchanges without a message toll charge. To the extent not in conflict with applicable regulatory authority, telecommunication services provided to an Interexchange Carrier/Reseller for originating or terminating Access Services in an Extended Service Area are not covered by this Annex. For the purposes of this Annex, Extended Area Service shall not include special services such as time of day, weather, news, etc., now being furnished or hereafter established, and such services are not a part of this Annex. When EAS is furnished at an exchange with measured service, each call from the exchange with measured service to an extended area service point shall be considered a local call. For the purposes of this Annex, EAS may include such measured or message rate two-way extended area calling plans as agreed between the parties or as directed by applicable regulatory authority. Specifically, two-way extended calling areas between the companies as defined in local tariffs as "Local Calling Plus" by BellSouth and as "$.25 Calling Plan" by ALLTEL shall be considered EAS for the purposes of this Annex. The exchanges served by EAS under the terms hereof are listed in Exhibit A attached to and made a part hereof.

II. PHYSICAL CONNECTION

ALLTEL and BellSouth shall interconnect their telephone systems for the provision of EAS at points of connection listed in Exhibit C, attached to the Basic Agreement between the companies.

To the extent not in conflict with applicable regulatory authority, interexchange trunks designated for use for EAS shall not be used by either company for toll traffic.

III. METHODS AND PRACTICES

With respect to all matters covered by this Annex, each company shall adopt and comply with recognized industry operating methods and practices and shall observe the rules and regulations of lawfully established tariffs. Each company will, upon request, furnish to the other at reasonable intervals, such information relating to the interchanged business covered herein as may be required for efficient operation and proper accounting.

IV. PROVISION OF CENTRAL OFFICE EQUIPMENT

Each company will provide the facilities required in its central offices for the termination and switching of EAS provided hereunder. No charge shall be made by either company to the other for the provision of trunk terminating equipment (including EAS tandems) or for other local central office equipment provided or used in the interchange of EAS under this Annex. However, when one company provides facilities, either by switching or by direct physical assignments for the handling of traffic originated and terminated at the exchanges of the other company, that providing company will be compensated for such costs incurred. These costs will be determined on the basis of studies conducted annually or at the direction of the company providing the "through" facilities, and settlement charges implemented prospectively. BellSouth will prepare a monthly statement including a detail of settlement payments due from one party to the other calculated as herein described and such payments will be made monthly.

V. PROVISION OF EXTENDED AREA SERVICE TRUNKS

Each company agrees to provide a sufficient number of interexchange trunks between the points specified in Exhibit A hereto and sufficient interoffice and interexchange trunks between its own central offices to adequately handle inward and outward EAS traffic between its central offices and all other central offices within the Extended Service Area. The number of interexchange EAS trunks to be provided in each group within the Extended Service Area shall be engineered and provided according to industry-accepted service standards. Trunks directly connecting the exchanges of the two companies will be provided on the basis of coordinated engineering.

VI. DIRECTORY SERVICES AND DIRECTORY ASSISTANCE

Each company, and its directory vendors, will abide by the rules and regulations of the Florida Public Service Commission or Florida Legislature concerning the provision of telephone white page listings to its subscribers for the Extended Service Area.

Each company or its directory vendor will provide, at its own expense, directory listings and directory assistance service to its subscribers covering all exchanges and subscribers within the Extended Service Area. In those instances where one company provides directory listing information service to the other company's subscribers, arrangements and settlements for this service will be covered under a separate Annex. Each company will indemnify and save harmless the other company from and against any and all legal and other expense, claims, costs, losses, liabilities, suits or judgements or damages arising in any manner, directly or indirectly, from any listing or incorrect listing of any of its own subscribers, except where the same arises solely out of omissions or acts of negligence of the other company.

Each company will provide the other with the necessary data with which the other company may publish its own customer directories containing an alphabetical listing of all customers who may be called under the EAS arrangement. Directory listings will be provided by each company to the other via service orders, magnetic tapes or camera ready proofs at no charge to either company. In the event one company provides Directory Assistance to the other, the required EAS directory listings will be extracted from the Directory Assistance database solely for purposes of providing Commission mandated EAS directories to the general body of subscribers in the EAS area.

VII. RATES

Each company will be responsible for establishing its own rates for Exchange and Extended Area Service charged to its customers and will retain the revenue from such rates.

VIII. COMPENSATION

Each company will provide, by ownership or lease from the other company, the entire EAS trunk facilities between its central offices and the point(s) of connection with the connecting company as defined in Exhibit C to the Basic Agreement between the companies.

IX. TERM

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

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 26th day of August, 1993.

Witness: ALLTEL FLORIDA, INC.

Melanie B. Thomas By _____
Secretary/Treasurer

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

ANNEX 113
EXHIBIT A
EXTENDED AREA SERVICE POINTS
Effective August 6, 1992

Attached to and made a part of ANNEX 113, EXTENDED AREA SERVICE, effective August 6, 1992, between ALLTEL FLORIDA,INC. and BELLSOUTH TELECOMMUNICATIONS, INC..

Points between which Extended Area Service shall be furnished under the terms of this annex are as follows:

Between ALLTEL Exchange	and BellSouth Exchange
Alachua	Gainesville
Alachua	Newberry
Brooker	Gainesville
Callahan	Jacksonville
Crescent City	Pierson
Crescent City	Pomona Park
Crescent City	Welaka
Florahome (Clay Co. 661 Only)	Keystone Heights
Florahome	Palatka
Ft. White	Lake City
Hastings	Palatka
Hastings	St. Augustine
High Springs	Gainesville
High Springs	Newberry
*Hilliard	Jacksonville
Interlachen	Palatka
Lake Butler	Gainesville
Melrose	Gainesville
Melrose	Hawthorne
Melrose	Keystone Heights
Waldo	Gainesville
White Springs	Lake City

*-Message rate route

Executed this 26th day of August, 1993.

Witness: ALLTEL FLORIDA, INC.

Melanie C. Thomas

By _____
Secretary/Treasurer

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

Annex XIV

(114)

SUPPLEMENT NO. 4
TO
ANNEX XIV

REVISED EXHIBIT B
E911 REVENUE DISTRIBUTION

Effective May 10, 1988

Attached to and made a part of ANNEX XIV, E911 SERVICE, effective January 1, 1987, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell, and ALLTEL FLORIDA, INC., hereinafter called ALLTEL.

This Supplement is issued to recognize E911/SALI implementation in Columbia County (Ft. White exchange).

I. REVENUE DISTRIBUTION-E911 SERVICE

Southern Bell shall distribute to ALLTEL a portion of monthly revenues billed for the provision of E911 Service as described in Section I of Annex XIV. The amounts due ALLTEL shall be determined from the following schedule for each exchange listed in Exhibit A to the identified Annex:

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification	$42.30	$465.00
Selective Routing	-	-
Combined Automatic Number Identification and Selective Routing	-	-
Combined Automatic Number and Automatic Location Identification and Selective Routing	-	-
Automatic Number Identification and Automatic Location Identification for SALI System	$75.00	$500.00

Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals, coin telephone access lines, access lines on temporary suspension of service arrangements and others, if any.

For purposes of this Exhibit, the number of access lines (rounded to the nearest 1000) for all exchanges within each county of ALLTEL listed in Exhibit A of Annex XIV shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the current year. A new count of access lines (rounded to the nearest 1000) as of the first day of January of each succeeding year shall be used in the computation of settlements under this Annex for that year.

II. REVENUE DISTRIBUTION-E911 FACILITIES

Southern Bell shall distribute to ALLTEL a portion of the monthly revenue for provision of interoffice dedicated E911 circuits based upon ALLTEL's proportional ownership of the circuit route. The revenue distribution will be developed per circuit, per month. ALLTEL's proportional ownership will be determined by dividing the circuit route miles owned by ALLTEL by the total route miles of the circuit. The circuit routes and associated ownership percentage for each ALLTEL exchange are as follows:

Exchanges	Circuit Route Miles ALLTEL	Circuit Route Miles Bell	Total Circuit Miles	ALLTEL Ownership Percentage
Alachua				
Cct. No. 1	5.8	19.5	25.3	23%
Cct. No. 2	86.4	166.7	253.1	34%
Brooker				
Cct. No. 1	21.0	19.5	40.5	52%
Cct. No. 2	101.6	166.7	268.3	38%
Hastings				
Cct. No. 1	2.5	70.3	72.8	3.4%
Cct. No. 2	2.5	60.8	63.3	4.0%
High Springs				
Cct. No. 1	21.0	19.5	40.5	52%
Cct. No. 2	101.6	166.7	268.3	38%
Melrose (2 Ccts.) (System Diversity)	7.4	29.1	36.5	20%
Waldo (2 Ccts.) (System Diversity)	6.1	29.1	35.2	17%

The ALLTEL ownership percentage shall be applied to the rated charges from the appropriate tariff for the circuits provided. No other compensation or revenue distribution will be due ALLTEL for provision of said circuits, and these circuits will be excluded from compensation under other Annexes or Agreements.

III. REVENUE DISTRIBUTION-E911 PREPARATION COSTS

E911 preparation costs cover central office modifications, trunking equipment, data base creation, etc. and are billed to the E911 customer as initial non-recurring charges. These costs as declared by ALLTEL and included in the total service establishment costs as accepted by the customer, amount to $4,400.00 for St. Johns County, $39,389.00 for Alachua County, $2,889.00 for Clay County and $4,450.00 for Columbia County. Southern Bell shall pay these costs to ALLTEL immediately upon receipt of the payment of such non-recurring costs from the customer.

Executed this 20th day of April , 1990 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 3
TO
ANNEX XIV

REVISED EXHIBIT A
E911 EXCHANGES

Effective May 10, 1988

Attached to and made a part of ANNEX XIV, E911 SERVICE, effective January 1, 1987 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell, and ALLTEL FLORIDA, INC., hereinafter called ALLTEL.

This Supplement is issued to include E911/SALI implementation in Columbia County (Ft. White exchange).

The E911 Services described in Section I of Annex XIV shall be provided for the ALLTEL exchanges listed below:

ALLTEL Exchanges	E911 System Features to be provided ALLTEL Exchanges				
	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Alachua					X
Brooker					X
Ft. White				X	
Hastings					X
High Springs					X
Melrose					X
Waldo					X

Southern Bell will perform or cause to be performed all functions necessary to provide the above services except that ALLTEL shall perform the following functions:

ALLTEL Exchanges	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Alachua	X				
Brooker	X				
Ft. White	X				
Hastings	X				
High Springs	X				
Melrose	X				
Waldo	X				

Executed this 20th day of April , 1990 .

Witness:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX XIV

REVISED EXHIBIT B
E911 REVENUE DISTRIBUTION

Effective April 1, 1988

Attached to and made a part of ANNEX XIV, E911 SERVICE, effective January 1, 1987, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell, and ALLTEL FLORIDA, INC., hereinafter called ALLTEL.

This Supplement is issued to recognize E911 implementation in Alachua County (Alachua, Brooker, High Springs, a portion of Melrose, and Waldo exchanges) and in Clay County (a portion of Melrose exchange).

I. REVENUE DISTRIBUTION-E911 SERVICE

Southern Bell shall distribute to ALLTEL a portion of monthly revenues billed for the provision of E911 Service as described in Section I of Annex XIV. The amounts due ALLTEL shall be determined from the following schedule for each exchange listed in Exhibit A to the identified Annex:

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification	$42.30	$465.00
Selective Routing	-	-
Combined Automatic Number Identification and Selective Routing	-	-
Combined Automatic Number and Automatic Location Identification and Selective Routing	-	-

Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals, coin telephone access lines, access lines on temporary suspension of service arrangements and others, if any.

For purposes of this Exhibit, the number of access lines (rounded to the nearest 1000) for all exchanges within each county of ALLTEL listed in Exhibit A of Annex XIV shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the current year. A new count of access lines (rounded to the nearest 1000) as of the first day of January of each succeeding year, shall be used in the computation of settlements under this Annex for that year.

II. REVENUE DISTRIBUTION-E911 FACILITIES

Southern Bell shall distribute to ALLTEL a portion of the monthly revenue for provision of interoffice dedicated E911 circuits based upon ALLTEL's proportional ownership of the circuit route. The revenue distribution will be developed per circuit, per month. ALLTEL's proportional ownership will be determined by dividing the circuit route miles owned by ALLTEL by the total route miles of the circuit. The circuit routes and associated ownership percentage for each ALLTEL exchange are as follows:

Exchanges	Circuit Route Miles ALLTEL	Circuit Route Miles Bell	Total Circuit Miles	ALLTEL Ownership Percentage
Alachua				
Cct. No. 1	5.8	19.5	25.3	23%
Cct. No. 2	86.4	166.7	253.1	34%
Brooker				
Cct. No. 1	21.0	19.5	40.5	52%
Cct. No. 2	101.6	166.7	268.3	38%
Hastings				
Cct. No. 1	2.5	70.3	72.8	3.4%
Cct. No. 2	2.5	60.8	63.3	4.0%
High Springs				
Cct. No. 1	21.0	19.5	40.5	52%
Cct. No. 2	101.6	166.7	268.3	38%
Melrose (2 Ccts.) (System Diversity)	7.4	29.1	36.5	20%
Waldo (2 Ccts.) (System Diversity)	6.1	29.1	35.2	17%

The ALLTEL ownership percentage shall be applied to the rated charges from the appropriate tariff for the circuits provided. No other compensation or revenue distribution will be due ALLTEL for provision of said circuits, and these circuits will be excluded from compensation under other Annexes or Agreements.

III. REVENUE DISTRIBUTION-E911 PREPARATION COSTS

E911 preparation costs cover central office modifications, trunking equipment, data base creation, etc. and are billed to the E911 customer as initial non-recurring charges. These costs as declared by ALLTEL and included in the total service establishment costs as accepted by the customer, amount to $4,400.00 for St. Johns County, $39,389.00 for Alachua County and $2,889.00 for Clay County. Southern Bell shall pay these costs to ALLTEL immediately upon receipt of the payment of such non-recurring costs from the customer.

Executed this 20th day of April , 19 90 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XIV

REVISED EXHIBIT A
E911 EXCHANGES

Effective April 1, 1988

Attached to and made a part of ANNEX XIV, E911 SERVICE, effective January 1, 1987 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell, and ALLTEL FLORIDA, INC., hereinafter called ALLTEL.

This Supplement is issued to recognize E911 implementation in Alachua County (Alachua, Brooker, High Springs, a portion of Melrose, and Waldo exchanges) and in Clay County (a portion of Melrose exchange).

The E911 Services described in Section I of Annex XIV shall be provided for the ALLTEL exchanges listed below:

ALLTEL Exchanges	E911 System Features to be provided ALLTEL Exchanges				
	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Alachua					X
Brooker					X
Hastings					X
High Springs					X
Melrose					X
Waldo					X

Southern Bell will perform or cause to be performed all functions necessary to provide the above services except that ALLTEL shall perform the following functions:

ALLTEL Exchanges	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Alachua	X				
Brooker	X				
Hastings	X				
High Springs	X				
Melrose	X				
Waldo	X				

Executed this 20th day of April , 1990 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XIV
E911 SERVICE

This Annex, effective the 1st day of January, 1987 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called Bell, and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, hereinafter called ALLTEL, sets forth the terms and conditions upon which the Bell Company will provide ALLTEL connection to the E911 System serving various counties in Florida.

I. GENERAL

A. E911 Service is comprised of three (3) features.

1. AUTOMATIC NUMBER IDENTIFICATION (ANI) which automatically forwards the telephone number of the calling party to E911 Control (Tandem Switching) Office from which it is switched to the Public Safety Answering Point (PSAP) and displayed at an attendant position console;

2. SELECTIVE ROUTING (SR) which provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party; and

3. AUTOMATIC LOCATION IDENTIFICATION (ALI) forwards the name and street address associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with street address of the telephone number at the main location.

B. E911 Service is offered in five (5) configurations of the basic features of which the customer must select at least one. The feature configurations are:

1. Automatic Number Identification (ANI);
2. Selective Routing (SR);
3. Automatic Number Identification and Selective Routing;
4. Automatic Number Identification and Automatic Location Identification (ALI); and
5. Automatic Number Identification, Selective Routing and Automatic Location Identification

C. Each of the five (5) E911 feature configurations include the following as standard features:

1. Forced Disconnect which is a function of the special 911 trunk circuit in the end office and enables the PSAP attendant to release a connection even though the calling party has not hung up, thereby preventing the jamming of the 911 exchange lines;

2. Default Routing which activates when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes (such incoming calls are routed from the E911 Central Office to a predetermined default PSAP. All 911 calls from four party and rural services are default routed);

3. Alternate Routing which allows E911 calls to be routed to a designated alternate location if all E911 exchange lines to the primary PSAP are busy or the primary PSAP closes down for a period (Night Service);

4. Manual Transfer which enables the PSAP attendant to transfer an incoming call to another PSAP or other desired answering point by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit abbreviated dialing code; and

5. Speed Calling (Abbreviated Dialing) which enables the PSAP attendant to dial a two digit code to reach as many as thirty telephone numbers.

II. AGREEMENT

The Bell Company agrees to provide connection to the above indicated E911 System for the ALLTEL Company's exchange(s) listed in Exhibit A, attached to and made a part of this Annex. Such connection, the charges for which are included in Exhibit B, attached to and made a part of this Annex, includes the following:

A. Transporting the E911 calls from the ALLTEL Company's exchange(s) listed in Exhibit A to the Switching Control Office of the E911 System;

B. Switching the E911 calls from the ALLTEL Company's exchange(s) through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations;

C. Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers from each of the ALLTEL Company's exchange(s) in an electronic data base of the E911 Data Management System (DMS); and

D. Displaying the telephone numbers of the ALLTEL Company's customers calling 911 along with the associated names and/or street addresses (or central office identification codes if ANI is not available) at an attendant position console of the PSAP or its designated alternate location.

III. EQUIPMENT

The Bell Company shall provide and maintain such equipment at the Switching Control Office and the Data Management Center of the E911 System as the Bell Company determines is necessary to perform the E911 Services set forth in paragraph I above.

IV. CIRCUITS BETWEEN THE ALLTEL COMPANY AND THE BELL COMPANY

The ALLTEL Company and the Bell Company shall provide and maintain sufficient interoffice dedicated E911 circuits, routed in the same manner as existing Message Toll and Special Service circuits, and central office equipment so that adequate and sufficient service will be furnished at all times to the customers of the ALLTEL Company's exchange(s) listed in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

In the event the traffic between the ALLTEL Company and the Bell Company E911 switch is considered to be interLATA, the Bell Company will undertake to order sufficient interLATA facilities from an interexchange carrier so that good service will be furnished at all times to the customers of the ALLTEL Company's exchange(s) listed in Exhibit A. The Bell Company will also undertake to receive billing and submit payment of the interexchange carrier's lawfully tariffed charges for interLATA facilities.

V. BASIS OF REVENUE DISTRIBUTION

The ALLTEL Company's exchange(s) covered by this Annex is/are listed in Exhibit A. The Bell Company will bill and collect all charges for the E911 Service Area and shall remit to the ALLTEL Company its portion of the charges as determined in accordance with Exhibit B to this Annex. E911 terminal equipment, i.e., Public Service Answering Positions (PSAPs), provided by either company will be billed separately at tariff rates filed by that company. Each company will retain the PSAP revenues it bills.

VI. MONTHLY PAYMENTS

The Bell Company will render to the ALLTEL Company monthly statements showing the amounts determined as provided in Section V above and payment in full will be remitted to the ALLTEL Company within thirty (30) days thereafter.

VII. METHODS AND PRACTICES

With respect to all matters covered by this agreement, the ALLTEL Company will adopt and comply with standard operating methods and practices comparable to those of the Bell Company and will observe the rules and regulations of the lawfully established tariff, which covers the provision of E911 Service.

VIII. RECORDS

The ALLTEL Company shall furnish to the Bell Company, in advance of the day when the E911 Service is established, all information required by the Bell Company to establish records necessary for furnishing the services set forth in Section I above and shall promptly inform the Bell Company of any necessary changes to be made in such records.

IX. LIABILITY

The Bell Company's liability to the ALLTEL Company, the ALLTEL's 911 calling parties or any other parties or persons for any loss or damages arising from errors, interruptions, omissions, delays, defects, failures, or malfunctions of the E911 Service or any part thereof whether caused by the negligence of the Bell Company or otherwise shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charges for the services affected during the period of time that the services were fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

The ALLTEL Company agrees to release, indemnify, defend and hold harmless the Bell Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, including the Bell Company's negligence, sole or otherwise, arising out of the ALLTEL Company's customers's use of the E911 Service whether suffered, made, instituted or asserted by the ALLTEL Company, its customers or by any other parties or persons, for any personal loss or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the ALLTEL Company, its customers or others.

The ALLTEL Company also agrees to release, indemnify, defend and hold harmless the Bell Company from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Bell Company, the ALLTEL Company, the E911 Agency, its users, municipalities, or the employees or agents or any one of them.

If because of fire, flood, storm or other act of God, any strike or labor dispute, or war or civil disturbance, the Bell Company fails to perform any of the duties hereby accepted by it, or violates any provision of this agreement, the Bell Company shall not be liable to the ALLTEL Company for any loss or damage whatsoever occasioned thereby. No payment shall be due hereunder to the Bell Company for any period during which it fails to perform the duties accepted by it hereunder.

X. TERM OF ANNEX

This Annex shall become effective on the date specified and shall continue in force and effect for one (1) year, and thereafter, unless terminated by ninety (90) days written notice from either party to the other.

IN WITNESS WHEREOF, the parties have caused this Annex to be executed on their behalf by their duly authorized officers this 8th day of May, 1987.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
E911 EXCHANGES

EFFECTIVE JANUARY 1, 1987

Attached to and made a part of the E911 SERVICE ANNEX XIV effective January 1, 1987 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company and ALLTEL FLORIDA, INC., hereinafter called the ALLTEL Company.

The E911 Services described in Section I of E911 Service Annex shall be provided for the ALLTEL Company exchange(s) listed below:

ALLTEL Company Exchange(s)	E911 System Features to be provided ALLTEL Company Exchange(s)				
	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Hastings					X

The Bell Company will perform or cause to be performed all functions necessary to provide the above service(s) except that the ALLTEL Company shall perform the following functions:

ALLTEL Company Exchange(s)	ANI	SR	ANI/SR	ANI/ALI	ANI/ALI/SR
Hastings	X				

Dated this 8th day of May, 1987.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT B
E911 REVENUE DISTRIBUTION
EFFECTIVE JANUARY 1, 1987

Attached to and made a part of the E911 SERVICE ANNEX XIV effective January 1, 1987, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called the Bell Company, and ALLTEL FLORIDA, INC., hereinafter called the ALLTEL Company.

I. REVENUE DISTRIBUTION-E911 SERVICE

The Bell Company shall distribute to the ALLTEL Company a portion of monthly revenues billed for the provision of E911 Service as described in Section I of the E911 Service Annex. The amounts due the ALLTEL Company shall be determined from the following schedule for each exchange listed in Exhibit A to the identified Annex:

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification	$42.30	$465.00
Selective Routing	-	-
Combined Automatic Number Identification and Selective Routing	-	-
Combined Automatic Number and Automatic Location Identification and Selective Routing	-	-

Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals, coin telephone access lines, access lines on temporary suspension of service arrangements and others, if any.

For purposes of this Exhibit B, the number of access lines in each exchange of the ALLTEL Company listed in Exhibit A of this Annex shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Agreement until the end of the current year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlements under this Agreement for that year.

II. REVENUE DISTRIBUTION-E911 FACILITIES

The Bell Company shall distribute to the ALLTEL Company a portion of the monthly revenue for provision of interoffice dedicated E911 circuits based upon the ALLTEL Company's proportional ownership of the circuit route. The revenue distribution will be developed per circuit, per month. The ALLTEL Company's proportional ownership will be determined by dividing the circuit route miles owned by the ALLTEL Company by the total route miles of the circuit. The circuit routes and associated ownership percentage for each exchange of the ALLTEL Company are as follows:

Exchange(s)	Circuit Route Miles ALLTEL	Circuit Route Miles Bell	Total Circuit Miles	ALLTEL Company Ownership Percentage
Hastings				
Cct. No. 1	2.5	70.3	72.8	3.4%
Cct. No. 2	2.5	60.8	63.3	4.0%

The ALLTEL Company ownership percentage shall be applied to the rated charges from the appropriate tariff for the circuits provided. No other compensation or revenue distribution will be due the ALLTEL Company for provision of said circuits, and these circuits will be excluded from compensation under other Annexes to this Agreement.

III. REVENUE DISTRIBUTION-E911 PREPARATION COSTS

E911 preparation costs cover central office modifications, trunking equipment, data base creation, etc. and are billed to the E911 customer as initial non-recurring charges. These costs as declared by the ALLTEL Company and included in the total service establishment costs as accepted by the customer, amount to $5300.00. Southern Bell shall pay to the ALLTEL Company these costs immediately upon receipt of the payment of such non-recurring costs by the county.

Dated this 8th day of May, 1987.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex X
(200)

ANNEX X
INTRALATA JOINT PROVISIONING

This Annex, effective January 16, 1991, between Southern Bell Telephone and Telegraph Company, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and ALLTEL Florida, Inc., a corporation under the laws of the State of Florida, herein called "ALLTEL", sets forth the terms and conditions of the functions that each company will perform in jointly provisioning IntraLATA Services. This Annex replaces in its entirety any previously existing Annex X, along with all exhibits, supplements and attachments thereto.

I. JOINT PROVISIONING AGREEMENT

The companies will jointly provide the operational, technical and administrative support required to plan, implement and maintain joint network facilities and switching components to ensure the availability, performance and integrity of joint local, private line and IntraLATA toll services.

II. RESPONSIBILITIES OF THE PARTIES

A. Southern Bell will:

1. Ensure that services provided to ALLTEL meet or exceed accepted industry levels.

B. ALLTEL will:

1. Ensure that services provided to Southern Bell meet or exceed accepted industry levels.

III. COMPENSATION

Except as otherwise provided herein, each Company will be compensated for the functions in this Annex through individual tariff revenues or revenue distribution systems as covered in Annexes to the Agreement for each of the specific joint telecommunication services.

IV. 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 ninety 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 on this 9thday of September , 1991.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SOUTHERN REGION
Revenue Requirements
RECEIVED
JUL 29 1991

Southern Bell

Victor H. Beninate
Operations Manager
Industry Relations

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

July 8, 1991

SOUTHERN REGION
Industry Relations
RECEIVED
JUL 26 1991

Mr. Tim G. Griffin
Staff Manager - Industry Relations
ALLTEL Florida, Inc.
Post Office Box 625
Matthews, North Carolina 28106-0625

Dear Mr. Griffin:

We have reviewed the proposed Joint Provisioning Agreement forwarded with your letter of May 6, 1991 as an alternative to the one we sent with our April 8, 1991 correspondence. Based on your subsequent conversation with Dorothy Bennett, we find ALLTEL's proposed Annex X, when executed in conjunction with a letter agreement referring to previously agreed Meet Point Provisioning Procedures, totally acceptable. Consequently, enclosed for your review and for execution is:

Annex X, IntraLATA Joint Provisioning

Also, you will find attached a copy of the Meet Point Provisioning guidelines which were established by our intercompany committee last year for use in jointly provisioning Florida intraLATA interexchange private line services. Your signature in the space provided below will formalize our companies' agreement to utilize the procedures entitled "Multiple Exchange Carrier Ordering and Provisioning Guidelines for Jointly Provided Private Lines", issued in November, 1990, and to establish Southern Bell as Order Issuing Company (OIC) and Overall Control Office (OCO) for jointly provisioned IntraLATA private line services.

If these arrangements meet with your approval, please return both signed original copies of Annex X to this office for further processing. As usual we will then return a fully executed copy to you for your file. In addition please sign this letter, as indicated below, and return one signed original copy. The other copy may be retained for your records.

Thank you for your assistance in finalizing our intercompany provisioning procedures. Questions may be directed to Dorothy Bennett on 305/530-5616.

Yours very truly,

Operations Manager
Industry Relations

Attachments

For: ALLTEL Florida Inc.

Name: _____
Title: Vice President
Date: 8-12-91

Annex XV

(201)

ANNEX XV
ACCESS SERVICE PROVISIONING

THIS ANNEX, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called "Southern Bell", and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, herein called "ALLTEL", sets forth the terms and conditions of the access service functions that each company will provide in jointly provisioning access services.

I. FUNCTIONS COVERED

The companies will jointly provide the operational, technical and administrative support required in the planning, access provisioning and network operations (maintenance) involved in the joint access provisioning process. For a given type of access service, the responsibility for negotiation, order preparation and issuance, design, installation, completion and maintenance shall be under the control of a single Access Service Coordinator (ASC).

A. Planning - This function includes the acceptance by Southern Bell's Interexchange Customer Provisioning Relations Group (ICPRG) of Interexchange Customer (IC) forecasts and Planned Facilities Orders for both switched and special access capacity to points within ALLTEL's area. The supporting Southern Bell organizations will coordinate the exchange of forecasts and planning data with ALLTEL forecasters and network planners to effect the best serving plan for the companies. Southern Bell will conduct the following joint studies:

1. Long Range Studies used to provide optimum long-term economic plans for facilities and switching machines;

2. Short Range Studies used to examine the results of long range plans to develop actual short term requirements; and

3. Forecasting used in projecting demand for services required in developing long and short range studies. This includes capacity expressed in busy hour minutes of use converted to trunks as forecasted by ICs and planned facility orders.

B. Access Provisioning - This function includes access service negotiation, order preparation/issuance, facility design, implementation and completion of access service orders for jointly provisioned access services.

1. Negotiation - The ASC will serve as the primary point of contact for handling the service needs of all ICs served under the access tariffs, (e.g., Interexchange Carriers, Radio Common Carriers, Resellers and Customer Owned InterLATA microwave connections). The ASC will be responsible for the following activities:

    - establishing new accounts
    - negotiating on a day-to-day basis with all ICs
    - receiving and processing access orders
    - assignment of established service intervals
    - coordinating with other departments and/or companies
    - monitoring the overall flow of orders to completion
    - notifying ICs of jeopardy conditions on any order
    - notifying ICs of advance billing as applicable

2. Order Preparation and Issuance - The ASC will receive and process access orders. Orders will be formatted for input into Southern Bell's Service Order Processing system. The ASC will establish a common circuit ID for each service. The ASC will provide Firm Order Confirmation (FOC) to the IC.

3. Design - The ASC will design the access facilities. The ASC is responsible for the preparation and distribution of Work Order Record and Details (WORD) documents for message trunk circuits, designed special access circuits and carrier systems. The ASC is responsible for the design and engineering of the overall access service, but must coordinate the exchange of engineering information with the other company(ies) and with the IC.

4. Installation - The ASC will coordinate the implementation function which includes Control Office activities, installation of joint trunks, joint intercompany testing, and tracking of critical dates. The ASC will coordinate testing and completion functions with other company(ies) and the IC.

5. Completion - The ASC will accept order completions from the control office and will arrange for entry of the necessary completion information into the appropriate Service Order tracking system. The ASC will coordinate a common completion/billing start date which will be utilized by all involved companies.

C. Maintenance - The ASC will coordinate maintenance activities necessary to sustain the performance of the joint facility and switching network at, or greater than, recognized industry levels. These coordination activities include, but are not limited to:

1. Monitoring Performance Results including conducting service evaluation, analyzing network management systems, identifying weak spots, notifying other companies of problems in their area and controlling corrective actions; and

2. Testing including routine operational and transmission tests, preventive maintenance tests and emergency restoration tests. The ASC will coordinate with the other company(ies) any required joint testing. The ASC will staff the Maintenance Control Office twenty-four (24) hours a day and will serve as the point of contact for the IC for referral and clearing of reported trouble conditions.

II. RESPONSIBILITY OF THE PARTIES

The determination of ASC responsibility shall be made in accordance with Exhibit A, attached to and made a part of this Annex.

A. The ASC Company will:

1. Ensure that services provided to the other company meet or exceed accepted industry levels; and

2. Provide the other company the necessary technical and administrative standards required to establish and/or maintain service.

B. The Non-ASC Company will:

1. Provide statistical data, forecasts, operating personnel and test equipment support necessary to effect the completion of the functions of this Annex in a timely manner;

2. Provide, upon written request and agreement on adequate compensation, equipment to interface with the ASC's Network Management and Maintenance Systems;

3. Adhere to accepted industry methods, procedures and technical standards as defined in III, following; and

4. Accept and adhere to the Standard Service Order intervals, including the attendant critical date requirements, established by BellSouth.

III. STANDARDS

The ASC will apply industry standards as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations of the Ordering and Billing Forum (OBF), Network Operations Forum (NOF) and the BellSouth Regional Guidelines for Meet Point Provisioning. These industry standards include, but are not limited to, items such as Access Service Request (ASR) format, FOC format, service intervals, technical publications, and circuit ID designation.

IV. COMPENSATION

Except as otherwise provided herein, each company will be compensated for the access service functions outlined in this Annex through its individual access tariff revenues or revenue distribution systems as covered in Annexes III and IV to the Basic Agreement between the companies.

V. TERM OF ANNEX

This Annex shall become effective on the date specified and will continue in force and effect thereafter, unless sooner terminated as provided herein or upon sixty (60) 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 on this 26th day of June, 1989.

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XV

ACCESS SERVICE PROVISIONING

DETERMINATION OF ASC

Attached to, and made a part of, ANNEX XV, ACCESS SERVICE PROVISIONING, effective July 1, 1989, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

For each of the following types of Access Services, provided jointly by the companies in the Gainesville and Jacksonville LATAs, the companies agree that the Access Service Coordinator (ASC) shall be determined as follows:

Access Service	ASC Company
Feature Groups (FGs) B, C, and D; 800 Access Service; and Directory Assistance Access Service	Southern Bell
Wide Area Telecommunications Service (WATS)	Southern Bell
Special Access and FGA	Southern Bell
Jurisdictionally Interstate Service (i.e. Cross Boundary and/or contaminated circuits)	Southern Bell

Executed this 26th day of June, 1989.

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex IX

(300)

BST file copy

Supplement No. 3
to
Annex 300 - Operator Services

Effective: July 1, 1996

This supplement, attached to and made a part of Annex 300, which became effective February 1, 1991, between ALLTEL FLORIDA, INC. and BELLSOUTH TELECOMMUNICATIONS, INC., authorizes BellSouth to change the operator work second rate from $.0113 to $.0175.

Billing for the new operator work second rate will commence effective July 1, 1996.

Future adjustments to the rates covered by this Annex may be made via letter with six months notification in advance of the effective date of the change.

Executed this 21st day of May, 1996.

ALLTEL FLORIDA, INC.

Witness: _____

By: _____
Andrew F. Coulter

Title: Vice President

BELLSOUTH TELECOMMUNICATIONS, INC.

Witness: _____

By: _____

Title: State AVP - Regulatory & External Affair

RAG

SUPPLEMENT NO. 2
TO
ANNEX IX
OPERATOR SERVICES

Effective August 1, 1991

This Supplement, attached to and made a part of Annex IX, which became effective December 1, 1986 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, authorizes Southern Bell to provide OPERATOR TRANSFER SERVICE for subscribers of the Independent Company in obtaining interLATA service.

The following section shall be added to the Annex:

IX. OPERATOR TRANSFER SERVICE

Operator Transfer Service (OTS) provides a means for the Southern Bell operator to route an end user's call to an interLATA service provider who has subscribed to OTS when the end user requests interLATA service.

Southern Bell will deliver end users' requests for interLATA service to the interLATA service provider location in the LATA of the end user. All rates and charges as specified in the BellSouth F.C.C. No. 4 Tariff, Section 18.1.5,and the Florida Access Services Tariff, Section E.18, will apply and will be billed by Southern Bell to the interLATA service provider for each end user request for interLATA service transferred to the interLATA service provider.

Executed this 9th day of August, 1991.

Witness:

ALLTEL Florida, Inc.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ALLTEL Service Corporation / Southern Region
P.O. Box 625 • Matthews, North Carolina 28106-0625
(704) 845-7000

April 9, 1991

Mr. Cecil Rodgers, Jr.
Operations Manager - Industry Relations
Southern Bell
150 W. Flagler Street
Suite 2015
Miami, FL 33130

Dear Cecil:

Upon completion of the Florida Public Service Commission Workshop in Tallahassee, FL on Monday, March 18, 1991, concerning the new billing arrangement to ALLTEL for local and IntraLATA toll operator services provided by Southern Bell, it is apparent that ALLTEL, Southern Bell and the FPSC staff desire a resolution outside the hearing process.

In a spirit of cooperation, ALLTEL proposes the following compromise to resolve our current dispute of implementing the billing arrangement.

Southern Bell will begin invoicing ALLTEL by Operator Work Second (OWS) for all local operator handled calls beginning January 1, 1991. ALLTEL will accept invoices and process payments.

Southern Bell will begin invoicing ALLTEL by OWS for all IntraLATA toll operator handled calls beginning January 1, 1992. ALLTEL will accept invoices and process payments.

If Southern Bell accepts the above compromise, ALLTEL will withdraw from the existing petition pending before the Florida Public Service Commission.

Please notify me as soon as possible of Southern Bell's decision.

Sincerely,

Tim G. Griffin
Staff Manager - Industry Relations

CONCURRED IN:

Operations Manager-
Industry Relations

TGG:dj

cc: Rich Brashear
Andy Coulter
Dave Erwin
Phil Hamrick
Harold Shaffer
Chuck Wiley

Southern Bell

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

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

April 15, 1991

Mr. Tim G. Griffin
Staff Manager - Industry Relations
ALLTEL - Service Corporation
Southern Region
Post Office Box 625
Matthews, North Carolina 28016-0625

Dear Tim:

This is to acknowledge the receipt of ALLTEL's offer in the Operator Work Second matter. I have indicated our acceptance of your Company's proposal by adding a "concurred in" section to your letter, and signing it. A copy of your letter with an original of my signature is attached.

Thank you for your cooperation in this matter.

Yours very truly,

Operations Manager
Industry Relations

CMR:bmh

Attachments

ANNEX IX
OPERATOR SERVICES

This Annex, effective January 1, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell", and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, hereinafter called "ALLTEL" sets forth the basic provisions under which Southern Bell will furnish Operator Services to ALLTEL.

This Annex supercedes Annex IX, effective December 1, 1986, in its entirety along with all Exhibits, Attachments, and Supplements thereto.

I. OPERATOR SERVICES

Southern Bell will provide Toll and Local Operator Assistance Services for exchange(s) of ALLTEL as specified in Exhibit A to this Annex. Operator Assistance Services are generally defined as follows:

A. Toll Operator Assistance - This service includes, but is not limited to, the use of mechanized operator systems and various support systems which may from time to time be introduced and utilized in various operating centers. Toll Operator Services include:

1. Operator Assisted Toll Completion;
2. Time and Charges;
3. Calling Card Verification;
4. Toll Operator Assistance;
5. Verification and Interruption;
6. Coin Telephone Toll Refund Requests;
7. Operator Number Identification (ONI);
8. Alternate Automated Billing Service (AABS); and
9. Automated Coin Telephone Service (ACTS)

B. Local Operator Assistance - This service includes:

1. Assisting customers requesting information as to how to complete calls;
2. Handling emergency calls of customers;
3. Verification/Interruption, including:

(a) Verifying no answer and busy conditions to public emergency numbers or to other numbers; and

(b) Interrupting busy conditions when the caller indicates a condition of extreme urgency involving danger to life or property;

4. Operator assisted local calls, including assisting customers requesting help in completing calls on a station, calling card, third number, collect, or person-to-person basis;
5. Alternative Automated Billing Services (AABS); and
6. Automated Coin Telephone Service (ACTS)

II. EQUIPMENT

Southern Bell will provide and maintain equipment at the serving office as necessary to perform the agreed upon services. ALLTEL will provide and maintain such equipment in its exchanges as necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operating and traffic operating procedures which are standard in the Southern Bell office.

III. RECORDS

ALLTEL will furnish to Southern Bell, in advance of the day when the exchange services work is begun, all information required by Southern Bell for establishing records necessary for furnishing the agreed upon services and will inform Southern Bell daily of any necessary changes, additions or deletions to be made in such records. Southern Bell shall not be responsible for, and ALLTEL shall indemnify Southern Bell against, claims arising out of or resulting from erroneous records furnished by ALLTEL in the provision of this service.

IV. INTEREXCHANGE CIRCUITS

A. ALLTEL and Southern Bell will jointly provide circuits for the interexchange of operator services traffic either in whole or in part between the ALLTEL exchange and Southern Bell office and will make such circuits available for use as necessary in connection with the toll and local assistance services provided under this Annex.

B. When local assistance services are provided on combined local/toll trunk groups, a local usage factor will be developed to apply to the mileage rate calculation to recover local costs as described in Section V, following.

V. BASIS OF CHARGES

Southern Bell will receive compensation from ALLTEL for the provision of Operator Assistance Services to ALLTEL subscribers through application of the following formulas:

A. LOCAL ASSISTANCE

Monthly Compensation = Local Operator Assistance Work Seconds x $.0113, plus the number of Local Mechanized Operator Assistance Calls x $.1060, plus applicable interexchange transport rates from the Point of Connection (POC) to the Wire Center structure housing the equipment where this traffic enters the Southern Bell network enroute to the Southern Bell Operator Center x the local usage factor.

The switching equipment where this traffic first enters the Southern Bell network will be either the Toll Center or the Access tandem, whichever is the first Southern Bell point of switching for a call from the ALLTEL exchange.

The interexchange transport charge (DS1 or PL) will be applied to the number of trunks required to handle the traffic offered to Southern Bell for Operator Assistance, and will be either those rates contained in the Southern Bell Florida Access Service Tariff (DS1) or Florida Private Line Tariff (PL), whichever results in the lower monthly charge.

The local usage factor will be calculated by dividing the local operator work seconds by the total toll and local operator work seconds.

B. TOLL ASSISTANCE

Monthly Compensation = Toll Operator Assistance Work Seconds x $.0113, plus the number of Toll Mechanized Operator Assistance Calls x $.1060.

C. Southern Bell will separately charge for additional information requested by ALLTEL or for services in excess of contracted operator services.

Operator Work Seconds will be provided from actual time and call type records. Should actual operator work seconds and mechanized call data be unavailable, Surrogate Billing will be computed by averaging the three most recent months actual data.

Charges are for the provision of the operator services function only, and are not to be construed to mean that ALLTEL leases, rents, or otherwise controls any Southern Bell facility.

VI. SELECTIVE CLASS OF CALL SCREENING

Selective Class of Call Screening Service enables a customer, by means of operator identification to restrict outgoing toll calls from station users to only those calls which are charged to the called telephone, a third number or a Credit Card account. Inasmuch as ALLTEL may elect to offer Selective Class of Call Screening Service to its customers, and to provide the appropriate technical and administrative support necessary to the provisioning of this service, Southern Bell will arrange for the appropriate restrictions of screened calls generated by ALLTEL's customers.

Southern Bell will receive monthly compensation from ALLTEL based on the rate included in Southern Bell's Florida General Subscriber Service Tariff, Section A7.4.5.A.1.a (3)(a) as follows:

Monthly compensation = Number of toll access lines equipped x monthly rate per line

VII. RESTRICTIONS

ALLTEL shall not be permitted to subcontract any service to be provided to it under this contract to a third party except in the form of services provided under tariff or service which had, as of the date of this Annex, been provided by tariff.

VIII. TERM OF ANNEX

This Annex shall become effective on the date specified for one year and will continue in force and effect thereafter, unless terminated as provided herein or upon ninety (90) days written notice with or without cause from either party to the other. Six months notification by Southern Bell is required prior to changing the Operator Work Second rate from $.0113 or the Mechanized Assisted Call rate from $.1060. The Interexchange transport rate (PL/DS1) will vary as Public Service Commission orders provide for rate changes. This Annex, or its Exhibit or Supplements, 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 September, 1991.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ANNEX IX
OPERATOR SERVICES

EXHIBIT A
SERVING ARRANGEMENT

Effective January 1, 1991

The following ALLTEL Exchanges will receive Operator Assistance Services as designated below:

ALLTEL Company Exchange	First Southern Bell Point of Switching Office		Point of Switching V&H Coord.	Point of Connection V&H Coord.	Miles
Alachua	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Boys Ranch	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Branford	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Brooker	Gainesville	(GSVLFLMA)	7840;1310	7834;1331	7
Callahan	Jacksonville	(JCVLFLCL)	7642;1276	7627;1316	14
Citra	Gainesville	(GSVLFLMA)	7840;1310	7863;1278	13
Crescent City	Jacksonville	(JCVLFLCL)	7642;1276	7800;1152	64
Florahome	Jacksonville	(JCVLFLCL)	7642;1276	7795;1226	51
Fort White	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Hastings	Jacksonville	(JCVLFLCL)	7642;1276	7749;1184	45
High Springs	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Hilliard	Jacksonville	(JCVLFLCL)	7642;1276	7627;1316	14
Interlachen	Jacksonville	(JCVLFLCL)	7642;1276	7795;1226	51
Jasper	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Jennings	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64

ALLTEL Company Exchange	First Southern Bell Point of Switching Office		Point of Switching V&H Coord.	Point of Connection V&H Coord.	Miles
Lake Butler	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Live Oak	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Luraville	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Mayo	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
McIntosh	Gainesville	(GSVLFLMA)	7840;1310	7863;1278	13
Melrose	Gainesville	(GSVLFLMA)	7840;1310	7815;1290	11
Orange Springs	Gainesville	(GSVLFLMA)	7840;1310	7863;1278	13
Raiford	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
Waldo	Gainesville	(GSVLFLMA)	7840;1310	7815;1290	11
Wellborn	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64
White Springs	Jacksonville	(JCVLFLCL)	7642;1276	7761;1437	64

Executed this 9th day of September, 1991

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

Annex XVI

301

SUPPLEMENT NO. 2
TO
ANNEX 301, NUMBER SERVICES
Effective July 26, 1994

Attached to and made a part of ANNEX 301, NUMBER SERVICES, effective July 26, 1994 between BELLSOUTH TELECOMMUNICATIONS, INC., and ALLTEL Florida, INC.

This Supplement is issued to implement Directory Assistance Database Service (DADS).

Section I. shall be amended to include the following paragraph:

D. Directory Assistance Database Service (DADS) - This is a service whereby BellSouth will provide local exchange subscriber name, address and telephone number listings solely for the customer's expressed purpose of providing Directory Assistance type services to its end users. ALLTEL will participate in BellSouth's DADS service, as defined in BellSouth's Florida General Subscriber Services Tariff, Section A38. BellSouth will accordingly include ALLTEL's DA data with BellSouth data provided to BellSouth's DADS customers.

Section V. shall be amended to include the following paragraph:

B. Directory Assistance Database Service (DADS) - BellSouth will compensate ALLTEL for the use of it's data for this purpose by paying ALLTEL $.02 per listing provided each time the ALLTEL data is purchased by a BellSouth DADS customer.

Executed this 6th day of September 1994.

Witness: ALLTEL FLORIDA, INC.

Claire Root

By _____
Secretary/Treasurer

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 301, NUMBER SERVICES

Effective January 1, 1993

Attached to and made a part of ANNEX 301, formerly "ANNEX XVI", NUMBER SERVICES, effective July 15, 1991, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC.

This Supplement is issued to reflect the increase in the compensation rate for Electronic White Page Access Service to $.03.

The first paragraph of part A of Section V of Annex 301 shall be modified to read:

> "Compensation for the inclusion of ALLTEL's Directory Assistance data in the Electronic White Page Service offering will be at a rate of three cents ($.03) per screen of ALLTEL's data accessed."

Executed this 3rd day of June, 1993.

Witness: Melanie Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness: Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX XVI
NUMBER SERVICES

This Annex, effective July 15, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, hereinafter called "Southern Bell" and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, hereinafter called "ALLTEL", sets forth the basic provisions under which Southern Bell will furnish certain Number Services to ALLTEL.

This Annex supercedes in its entirety any previously executed Annex XVI, along with all Exhibits, Attachments and Supplements thereto.

I. NUMBER SERVICES

Number Services will be provided for exchanges specified in Exhibit A to this Annex. Number Services are generally defined as follows:

A. Directory Assistance (DA) - This service includes providing local and intrastate number service to Southern Bell or ALLTEL customers.

B. Electronic White Page Access Service - This service authorizes the inclusion of the DA data of ALLTEL with Southern Bell's data for direct access by Southern Bell customers, Interexchange Carriers and/or their customers, via a terminal. This will be an automatic interface to Directory Assistance, bypassing the operator. Non-published customer information will be excluded from the Electronic White Page data base. The Electronic White Page System will restrict access to users with designated user identification codes and passwords.

The existing service order flow updating the Directory Assistance data base will update the Electronic White Page data base. Maintenance of the Electronic White Page data base will be provided in the same manner as the existing Directory Assistance System.

II. EQUIPMENT

The company providing Number Services will provide and maintain such equipment at the serving office as is necessary to perform the agreed upon number services. The other company will provide and maintain such equipment in its exchanges as is necessary to permit the serving office to perform the agreed upon services in accordance with the equipment operation and traffic operating procedures which are standard in the providing company's office.

III. RECORDS

The company providing Number Services will be furnished by the other company, in advance of the day when the Number Services work is begun, all information required by the providing company for establishing records necessary for furnishing the agreed upon services. The other company will inform the providing company daily of any necessary changes, additions or deletions to be made in such records. The providing company shall not be responsible for, and the other company shall indemnify the providing company against, claims arising out of or resulting from erroneous records furnished by the other company hereunder.

IV. BASIS OF CHARGES

The providing company will be paid by the other company monthly for Number Services the charges as stated in the following schedules:

A. Directory Assistance - Charges for this service will be at the rate of thirty cents ($.30) per Local Directory Assistance call originated by subscribers of the non-providing company.

B. Either company may separately charge for additional information requested by the other company or for services in excess of contracted Number Services.

V. BASIS OF COMPENSATION

A. Electronic White Page Service - Compensation for the inclusion of ALLTEL's Directory Assistance data in the Electronic White Page service offering will be at a rate of one cent ($.01) per screen of ALLTEL's data accessed.

Each month, Southern Bell will prepare and remit to ALLTEL statements which shall include data necessary for determining revenues and compensation associated with the Electronic White Page service offering. Remittance in full shall be made by the debtor party within thirty (30) days after the close of the period covered by the statement.

VI. RESTRICTIONS

The non-providing company shall not be permitted to subcontract any service to be provided to it hereunder to a third party except in the form of services provided under tariff or a service which had, as of the date of this Annex, been provided by tariff.

VII. 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 24th day of July, 1991.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

ANNEX XVI - NUMBER SERVICES
EXHIBIT A
SERVING ARRANGEMENT

Effective July 15, 1991

The following exchanges will receive Number Services as designated below:

Company Providing Service	Other Company Exchange	Services Performed At Directory Assistance*
Southern Bell	Alachua	Jacksonville
	Boys Ranch	Jacksonville
	Branford	Jacksonville
	Brooker	Jacksonville
	Callahan	Jacksonville
	Citra	Jacksonville
	Crescent City	Jacksonville
	Dowling Park	Jacksonville
	Florahome	Jacksonville
	Fort White	Jacksonville
	Hastings	Jacksonville
	High Springs	Jacksonville
	Hilliard	Jacksonville
	Interlachen	Jacksonville
	Jasper	Jacksonville
	Jennings	Jacksonville
	Lake Butler	Jacksonville
	Live Oak 362	Jacksonville
	Live Oak 364	Jacksonville
	Luraville	Jacksonville
	Mayo	Jacksonville
	McIntosh	Jacksonville
	Melrose	Jacksonville

Company Providing Service	Other Company Exchange	Services Performed At Directory Assistance*
Southern Bell	Orange Springs	Jacksonville
	Raiford	Jacksonville
	Waldo	Jacksonville
	Wellborn	Jacksonville
	White Springs	Jacksonville

* Electronic White Page Access Service is provided for the same locations that utilize Directory Assistance Service.

Executed this 24th day of July, 1991.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

Annex XI

(302)

Southern Bell

C. M. Rodgers, Jr.
Operations Manager -
State Forecast and Bell-Independent Relations

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

May 17, 1989

Mr. Thomas L. Johnson
Manager - Industry Relations
ALLTEL Service Corporation,
Southern Region
Post Office Box 625
Matthews, North Carolina 28016-0625

Dear Mr. Johnson:

This Memorandum of Understanding amends Annex No. XI, Accounting Services, between our companies effective January 1, 1988 concerning the recording and rating of interstate WATS, interstate 800 Service and Canadian 800 Service messages and usage originated by subscribers of ALLTEL Florida, Inc.

Pursuant to AT&T's request, effective January 1, 1989, Southern Bell will no longer rate any interstate WATS and 800 Service messages and Canadian 800 Service messages completed over facilities of AT&T; nonetheless, Southern Bell will continue to record WATS and 800 Service messages, pursuant to the terms and conditions of Annex XI, and charge your company for this recording function.

Southern Bell will forward all recorded AT&T interstate and Canadian WATS and 800 Service message recordings directly to AT&T for rating and billing to the customer. With this sole exception, all other message types which Southern Bell currently records and rates on behalf of your company will continue to be forwarded directly to you following existing procedures.

Southern Bell will not be liable for any damages or losses arising from or as a result of its transfer of recorded AT&T interstate and Canadian WATS and 800 Service messages to AT&T on your behalf. The parties further agree that Sections III and XIV of the "Basic Agreement" between the parties shall remain in full force and effect except as set forth above. The other terms of the Basic Agreement and Annex XI will also remain in full force and effect except as modified herein.

Please indicate your acknowledgment of this new arrangement by signing this Memorandum and returning one copy to me for my file. A second copy of this Memorandum is enclosed for your records.

Yours very truly,

C. M. Rodgers, Jr.

Operations Manager
Southern Bell Telephone and
Telegraph Company

Acknowledged and
Accepted this 15th day of June, 1989.

By: _____
Title: Vice President

_____
Witness

ANNEX XI

ACCOUNTING SERVICES

Effective January 1, 1988

This Annex, effective January 1, 1988, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation under the laws of the State of Georgia, herein called Southern Bell, and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, hereinafter referred to as ALLTEL, sets forth the reciprocal arrangements, terms and conditions under which one party will provide Accounting Services for the other party. Upon its execution, any previous Annex XI is cancelled in its entirety, along with all Exhibits, Attachments and Supplements thereto.

I. SCOPE OF THE ANNEX

A. This Annex shall apply to Accounting Services provided between the parties as follows:

1. Accounting Services to be provided by Southern Bell to ALLTEL may include:

a. Recording
b. Rating
c. Message Distribution
d. Message Transmission (CMDS I/STARS)
e. Message Investigation Center

2. With the exception of Message Distribution and Message Transmission, the provision of these services requires that Southern Bell provide message recording and rating for ALLTEL.

3. Southern Bell will provide Message Distribution and Message Transmission (CMDS I/STARS) in connection with the transmittal of intercompany records and other data to and from ALLTEL.

4. Where Southern Bell provides recording and rating for ALLTEL, Southern Bell shall generate and submit sample message records for ALLTEL to the Administrator of the Local Exchange Carriers CMDS I/STARS system.

5. Where Southern Bell provides recording and rating for ALLTEL, Southern Bell will generate and provide usage detail records to ALLTEL.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to ALLTEL revenues for IntraLATA Intercompany Settlements (ICS) messages. ALLTEL will similarly bill, collect, and remit revenues for such messages to Southern Bell.

2. Each party will further bill, collect and remit to the other appropriate revenues associated with other services each may provide to the customers of the other company as specified in II.B below.

II. RESPONSIBILITIES OF THE PARTIES

A. Accounting Services

1. Southern Bell shall perform recording and rating functions in accordance with applicable carrier tariffs. Recorded and rated message records shall be provided by Southern Bell to ALLTEL within five (5) work days following the end of the invoice period.

2. Where Southern Bell performs message distribution for ALLTEL in connection with messages not recorded and rated by Southern Bell, ALLTEL shall deliver such messages to Southern Bell for distribution in the format specified by Southern Bell. Such delivery shall occur daily or as agreed to by both parties.

B. Intercompany Settlements

1. Southern Bell will bill, collect and remit to ALLTEL the charges for IntraLATA Intercompany Settlements (ICS) messages and charges for other services provided by ALLTEL to the customers in the local service areas of Southern Bell. These other services include, but are not limited to:

(a) Maritime Mobile Radiotelephone Services radio link charges as set forth in FCC Tariffs;

(b) Aviation Radiotelephone Service radio link charges as set forth in FCC Tariffs;

(c) Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll service charges as approved by the Public Service Commission(s);

(d) Non-Toll Service Charges to a Calling Card as filed with and approved by the Public Service Commission(s); and

(e) Directory Assistance Calls charged to a Calling Card or to a Third Number and Assistance on Local calls as approved by the Public Service Commission(s).

2. ALLTEL will bill, collect and remit to Southern Bell the charges for the services described above where such services are provided by Southern Bell to customers in the local service areas of ALLTEL.

3. Where charges for services listed above are owed to a company not covered by this Annex, Southern Bell will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

III. COMPENSATION ARRANGEMENTS

A. Compensation for Accounting Services and Intercompany Settlements provided hereunder shall be based upon the rates and charges set forth in the Exhibits to this Annex.

IV. METHODS AND PRACTICES

A. Accounting Services

Accounting Services will be provided by Southern Bell and utilized by ALLTEL in accordance with Southern Bell methods and practices in effect, within accepted industry standards, and within the terms and conditions specified herein. Each party will, upon request, furnish to the other such information relating to the provision of these services and will inform the other party promptly of any necessary changes to be made in the established standards and operating procedures.

ALLTEL shall provide to Southern Bell all relevant information required by Southern Bell to provide the Accounting Services described herein.

B. Intercompany Settlements

1. The full amount of the charges transmitted to either party for billing, collection and remitting pursuant to Part II.B. hereof shall be remitted by the company whose customers are being billed without offset, abatement or reduction for any purpose or cause whatsoever, except that billing charges as specified in Exhibit B to this Annex shall be retained by the customer-billing company. The customer-billing company shall be responsible for all uncollectible amounts.

2. Each party to this Annex will keep, and make available to the other party upon request, adequate records pertaining to the charges for the services described in Part II.B. Each party will furnish to the other such information as may be required for monthly billing and remitting purposes.

3. The billing and collection functions will be performed in conjunction with the normal monthly billing cycles of the billing company. The remittance of revenues shall be performed in accordance with the ICS practice.

V. TERM OF ANNEX

This Annex is effective January 1, 1988 and will continue in force until terminated with or without cause by thirty (30) days prior notice in writing from either company to the other.

Executed this 26th day of July, 1988.

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT A
ACCOUNTING SERVICES COMPENSATION

Effective January 1, 1988

Attached to and made a part of Annex XI, Accounting Services, effective January 1, 1988 between ALLTEL FLORIDA, INC. and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

Compensation amounts shall apply for Accounting Services shown below as provided by the Southern Bell tariff currently in effect. These amounts will change as tariffs are revised.

Type of Activity		RATES		
		INTRASTATE INTERLATA	INTERSTATE INTERLATA	INTRASTATE INTRALATA
(1)	Message Recording, per message recorded	$ .0078	$ .00114	$ .0078*
(2)	Message Processing (rating), per message processed	$ .0093	$ .00288	$ .0093*
(3)	DATA transmission (CMDS I/STARS) through Southern Bell of rated customer message detail to or from other Exchange Telephone Company Locations,			
	- per record transmitted	$ .003	$ .003	$ .003*
	- per record received	$ .003	$ .003	$ .003*
(4)	STARS, per record input to the sampling process by Southern Bell	$ .0011	$ .0011	$ .0011*

* - charges waived during MABC transition period, Jan., 1988 - Dec., 1991

Executed this 26th day of July, 1988.

WITNESS:

ALLTEL FLORIDA, INC.

By _____
Vice President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XI - ACCOUNTING SERVICES

EXHIBIT B
INTERCOMPANY SETTLEMENT COMPENSATION

Effective January 1, 1988

Attached to and made a part of ANNEX XI, ACCOUNTING SERVICES, effective October 1, 1985 between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and ALLTEL FLORIDA, INC.

The following compensation shall apply for Intercompany Settlements (ICS) provided under the above-mentioned Annex. These amounts may be renewed or changed upon mutual agreement of both parties in writing.

A. In the billing of charges for Domestic Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service, the billing company will be responsible for collection and will retain 40% of the revenue, and remit the remaining 60% to the other company.

B. In the billing of IntraLATA ICS messages, the billing company will retain a billing charge amount as follows:

ICS Billing Charge Per Message	
1. Calls originated and billed in Florida	$.0666
2. Calls originated in Florida and billed in another state	$.0500

Executed this 26th day of July, 19 88.

WITNESS:

ALLTEL FLORIDA INC.

By _____
Vice President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

Annex 306

SUPPLEMENT NO. 1
TO
ANNEX 306
800 DATABASE SERVICE
ATTACHMENT 1 TO EXHIBIT A

LIST OF SWITCHES

Effective November 15, 1994

Attached to and made part of Exhibit A, effective May 1, 1993, to Annex 306, 800 Database Service between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC.

This Supplement is issued to add two (2) additional ALLTEL 800 SSP equipped switches as follows:

LATA	ALLTEL 800 SSP Switch CLLI Code	ALLTEL 800 SSP Signaling Point Code
Jacksonville	CLHNFLXADSO	234-079-004
Jacksonville	HLRDFLXADSO	234-079-003
Jacksonville	LVOKFLXA03T	234-079-002

BellSouth shall provide access to the BellSouth 800 SCP for 800 call routing purposes for these switches.

Executed this 21st day of December ,19 94 .

Witness:

Elaine Doob

ALLTEL FLORIDA, INC.

By: Robert L. Catts
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By: W. L. Sanders
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306

800 DATABASE SERVICE

Effective: May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the state of Georgia, herein called "BellSouth", and ALLTEL FLORIDA, INC., a corporation under the laws of the state of Florida, herein called "ALLTEL", sets forth the terms and conditions under which 800 Database Service will be provided by BellSouth to ALLTEL.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

QUERY CHARGE - The charge that BellSouth will recover from ALLTEL for transporting ALLTEL's 800 SCP queries and/or providing 800 SCP call routing responses on behalf of ALLTEL.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SERVICE SWITCHING POINTS (SSPs) - Features of computerized switches in the telephone network that distinguish dialed 800 calls from ordinary telephone calls, and then communicate with SCPs for information on how the 800 calls should be routed.

SIGNAL TRANSFER POINTS (STPs) - The packet switches in a common channel signaling network used to route signaling information between SCPs and other network nodes in processing an 800 call.

SECTION II
SCOPE OF ANNEX

2.01. This Annex covers the terms and conditions under which BellSouth will provide to ALLTEL access to the BellSouth 800 SCP for real time 800 call routing instructions.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

SECTION III
PHYSICAL CONNECTION AND COMPENSATION

3.01. BellSouth's provision of 800 Database Service to ALLTEL requires interconnection from ALLTEL's operating area to a BellSouth 800 Service Control Point (SCP). Such interconnection shall be established by mutual agreement between BellSouth and ALLTEL. Both the interconnection arrangement and any associated compensation shall be described in Exhibit A included in and made a part of this Annex.

3.02. A list of the specific ALLTEL 800 SSP equipped switches for which BellSouth will provide 800 SCP access is provided as Attachment 1 to Exhibit A.

SECTION IV
SMS ACCESS FOR REPAIR SERVICE PURPOSES

4.01. The Responsible Organization (RESP ORG) for a given 800 number is responsible for trouble acceptance, referral and/or clearance for any trouble condition for that 800 number. The name of the RESP ORG and a trouble reporting number (if provided by the RESP ORG) can be obtained by accessing the 800 SMS.

4.02. BellSouth will provide access to the 800 SMS for RESP ORG identification purposes only for those Local Exchange Companies that contract with BellSouth for Responsible Organization functions.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

SECTION VI
TERM OF ANNEX

6.01. This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party six months written notice thereto, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 3rd day of June ,1993.

ALLTEL FLORIDA, INC.

WITNESS:

Melanie Thomas

By: _____
Secretary/Treasurer

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:

Dorothy Bennett

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306
800 DATABASE SERVICE
EXHIBIT A

PHYSICAL CONNECTION AND COMPENSATION

Effective: May 1, 1993

Attached to and made part of Annex 306, 800 Database Service, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC.

1.01. ALLTEL's 800 SSP shall query the BellSouth 800 SCP for the call routing information via the SS7 network.

ALLTEL will install and maintain its own 800 SSP and will establish CCS7 links to a mated pair of BellSouth Local Signal Transfer Points (LSTPs) designated by BellSouth. The ALLTEL switch shall route the originating 800 call to its proper destination and shall ensure that its 800 SSP signaling point code will be delivered to the BellSouth 800 SCP for recording and billing purposes.

1.02. For 800 SCP queries associated with Interexchange Carrier (IC) transported 800 calls, BellSouth shall bill its approved 800 Access Service tariff SCP query rates (interstate or intrastate, whichever is appropriate, based upon the application of BellSouth Percent Interstate Usage (PIU) factors to determine the jurisdiction of the 800 call), less $.00025/query, directly to ALLTEL. BellSouth shall bill ALLTEL for query charges only for those queries for which the 800 SCP returns a Carrier Identification Code (CIC). For 800 SCP queries associated with Local Exchange Carrier (LEC) transported 800 calls, BellSouth shall recover its 800 SCP query costs via the compensation process in place for LEC-to-LEC traffic.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

1.03. BellSouth shall not begin billing of 800 SCP query charges to ALLTEL before the Federal Communications Commission's mandatory date for 800 Number Portability for interstate IC transported 800 calls, nor before the approved BellSouth Open 800 Service Florida tariffs are approved for intrastate IC transported 800 calls.

Executed this 3rd day of June ,1993.

ALLTEL FLORIDA, INC.

WITNESS:

By: _____
Secretary/Treasurer

BELLSOUTH TELECOMMUNICATIONS,INC.

WITNESS:

By: _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 306
800 DATABASE SERVICE
ATTACHMENT 1 TO EXHIBIT A

LIST OF SWITCHES

Effective: May 1, 1993

Attached to and made part of Exhibit A, effective May 1, 1993, to Annex 306, 800 Database Service between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC. BellSouth shall provide access to the BellSouth 800 SCP for 800 call routing purposes for the following ALLTEL 800 SSP equipped switches:

LATA	ALLTEL 800 SSP Switch CLLI Code	ALLTEL 800 SSP Signaling Point Code
Jacksonville	LVOKFLXA03T	234-079-002

Executed this 3rd day of June, 1993.

ALLTEL FLORIDA, INC.

WITNESS:
Melanie Thomas

By: [signature]
Secretary/Treasurer

BELLSOUTH TELECOMMUNICATIONS, INC.

WITNESS:
Dorothy Bennett

By: [signature]
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex XXXI

(307)

SUPPLEMENT NO. 1
TO
ANNEX 307
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective July 1, 1993

Attached to and made a part of Exhibit A, effective December 15, 1992, to Annex 307, formerly Annex XXXI, Common Channel Signaling System 7 Interconnection, effective December 15, 1992, between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC.

This Supplement is issued to add A-Link interconnection for Callahan and Hilliard.

I. IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of ALLTEL's Signaling Point
JCVLFLCL21W	CLHNFLXADSO
JCVLFLSM21W	CLHNFLXADSO
JCVLFLCL21W	HLRDFLXADSO
JCVLFLSM21W	HLRDFLXADSO
JCVLFLCL21W	LVOKFLXAO3T
JCVLFLSM21W	LVOKFLXAO3T

Executed this 21st day of December, 1994.

Witness:

Elaine Poor

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

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ANNEX XXXI

COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

This Annex, effective December 15, 1992, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Georgia, herein called "BellSouth", and ALLTEL FLORIDA, INC., a corporation organized and existing under the laws of the State of Florida, herein called "ALLTEL", sets forth the terms and conditions regarding Common Channel Signaling System 7 (CCS7) network interconnection between ALLTEL and BellSouth.

I. SCOPE OF ANNEX

This Annex and its Exhibits set forth the terms and conditions for the joint provisioning of CCS7 capabilities and services between BellSouth and ALLTEL for the provisioning of joint access, intraLATA toll and local exchange voice and data service.

II. DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

A-Links - A-Links are CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point.

B-Links - B-Links are CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four (quad) B-Links to interconnect two pairs of Signaling Transfer Points.

Common Channel Signaling System 7 (CCS7) - A network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

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Network Identification Code (NIC) - A 24-bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identity Field, Network Cluster Field and Cluster Member Field.

Service Control Point (SCP) - A real-time data base system that contains instructions on how public switched messages are to be routed and handled by the public switched network.

Service Management System (SMS) - The main operational support and control system of all Advanced Intelligent Network Services, including 800 Data Base Service.

Service Switching Points (SSPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability to communicate with the Service Control Points (data bases) in order to obtain call handling instructions.

Signaling Link - A full duplex 56/64 Kilobit digital data circuit used to transport CCS7/SS7 signals between signaling nodes.

Signaling Points (SPs) - Tandem and end office switches in the telephone public switched network equipped with CCS7 feature sets that provide the capability of call setup/teardown and call routing using CCS7 technology.

Signaling System 7 (SS7) - A protocol, or set of communications procedures, used in common channel signaling for passing routing information between telecommunication switches and signaling network nodes.

Signaling Transfer Points (STPs) - The packet switches in the CCS7 network used to route SS7 signaling information between signaling network nodes for processing call setup and routing intelligence.

III. PHYSICAL CONNECTION

3.01. ALLTEL interconnection with BellSouth for CCS7 signaling capability shall require **two** full duplex 56 Kilobit digital data links (A-Links) per ALLTEL Signaling Point or Service

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Switching Point, or four full duplex 56 Kilobit data links (B-Links) per ALLTEL Signaling Transfer Point pair. All links shall meet BellSouth's reliability and transmission specification requirements.

3.02. BellSouth and ALLTEL shall provide and maintain their respective networks for facility interconnection up to the Points of Connection, specified in Exhibit C to the Basic Agreement between the companies. BellSouth shall have primary system and maintenance control of the signaling network and links.

3.03. Message (voice or data) trunks shall be converted from Multi-frequency (MF) to SS7-capable trunks, as required, for CCS7 signaling capabilities.

3.04. All ALLTEL signaling nodes and links shall meet BellSouth's SS7 protocol operational compatibility assurance requirements. These may include, but are not limited to, BellSouth's Guide To Technical Publication TR-TSV-000905 (Common Channel Signaling Network Interface Specifications), TR-TSV-000954 (Common Channel Signaling Network Interface Specifications - Additional Material Supporting Alternate Billing Services (ABS)), TA-TSV-000962 (Common Channel Signaling Network Interface Specifications Supporting ISDN), TA-TAP-001004 (Operations Guidelines for Common Channel Signaling Interface Specifications), TR-NPL-000246 (Message Transfer Part (MTP)), Signaling Connect Control Part (SCCP), ISDN User Part (ISDN-UP), Transaction Capabilities Application Part (TCAP), TR-TSY-000394 (Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDN-UP)) and TR-TSY-000317 (Call Control Using The ISDN User Part). Additional specifications documents may be listed in the individual Exhibits to this Annex.

3.05. CCS7 interconnection shall make available to ALLTEL call setup and data base access capabilities as defined in the Exhibits to this Annex and as allowed by legal and regulatory authorities.

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3.06. ALLTEL shall not utilize its interconnection with BellSouth's CCS7 network for transport of any other company's SS7 signals, or for transport of SS7 signals from any other CCS7 network provider's CCS7 network, without written permission from BellSouth.

IV. CCS7 NETWORK IDENTIFICATION CODES

4.01. ALLTEL will utilize its own Network Identification Code (NIC) for interconnection purposes when interconnecting its Signaling Points or Service Switching Points at the A-Link level.

4.02. ALLTEL will be responsible for its code assignments and will be responsible for notifying BellSouth and other CCS7 network providers of such code assignments.

4.03. Due to the complexities of, and potential ALLTEL signaling network downtime required, when changing working NICs, ALLTEL agrees to give BellSouth written notice of any NIC change six months prior to the effective date of the NIC change.

V. COMPENSATION

5.01. Compensation for the services and capabilities provided under this Annex are set forth in the Exhibits included in and made a part of this Annex.

VI. AMENDMENTS AND WAIVERS

6.01. Neither this Annex nor its Exhibits may be modified except by written agreement signed by authorized officials of both Companies.

6.02. In addition, no course of dealing or failure of either Company to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

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VII. TERM OF ANNEX

7.01. This Annex and its Exhibits shall remain in effect until canceled by either Company with or without cause upon giving the other Company six months written notice thereof, and shall be subject to termination liability as reflected in individual exhibits, supplements or attachments made a part of this Annex.

7.02. Cancellation of the entire Annex will include cancellation of all exhibits, supplements and attachments thereof; however such cancellation shall not negate any termination liability specified in individual exhibits, supplements or attachments.

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 18th day of January, 19 93.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX XXXI
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

EXHIBIT A
A-LINK CHARGE FOR CCS7 INTERCONNECTION

Effective December 15, 1992

Attached to and made a part of ANNEX XXXI, Common Channel Signaling System 7 Interconnection, effective December 15, 1992, between BELLSOUTH TELECOMMUNICATIONS, INC., hereinafter called "BellSouth" and ALLTEL FLORIDA, INC., hereinafter called "ALLTEL".

I. BASIS OF COMPENSATION

For each CCS7 A-Link termination on a BellSouth Local Signaling Transfer Point (LSTP) switch for the purpose of ALLTEL interconnection with the BellSouth CCS7 network, the following charges to ALLTEL shall apply:

$350 per A-Link per month or the approved BellSouth Interstate CCS7 Access Tarriff rate, whichever is less.

1.01. This A-Link charge represents access to BellSouth's CCS7 network for toll and local call (trunk) setup capability only and does not preclude charges for additional features and services.

1.02. Identification of individual A-Links covered under this Exhibit shall be provided in Attachment 1 to this Exhibit.

1.03. BellSouth agrees to retain the monthly rate of $350 per A-Link for three (3) years from the effective date of this Annex unless the existing pricing structure must be altered to conform with regulatory or legal requirements, or such changes are agreed to by both parties.

1.04 In the event ALLTEL cancels this Exhibit, Supplements and/or Attachments made a part thereof, resulting in the disconnection of interconnecting A-Links, ALLTEL agrees to pay a per link termination charge equal to $5,000 minus ($5,000 multiplied by X/36), where X equals the number of months between the turn-up date and the turn-down date of the canceled links. Fractional months shall be rounded to the nearest whole month.

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1.04 (Con't)

For example, if 14.4 months had passed between the turn-up and turn-down date for two A-Links, the termination charge would be:

$5,000 - $5,000 x 14/36 = $5,000 - $1,944 = $3,056 per link.

Therefore, the total termination charge would be $3,056 per link x 2 links = $6,112.00.

After three (3) years from the turn-up date of a set of A-Links, any termination liability to ALLTEL for those links shall cease. This termination charge or portions thereof may be waived by written agreement from BellSouth.

Executed this 18th day of January, 1993.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX XXXI
COMMON CHANNEL SIGNALING SYSTEM 7 INTERCONNECTION

ATTACHMENT 1
TO EXHIBIT A
A-LINK IDENTIFICATION INFORMATION

Effective December 15, 1992

Attached to and made a part of Exhibit A, effective December 15, 1992, to Annex XXXI, Common Channel Signaling System 7 Interconnection, effective December 15, 1992, between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC..

I. IDENTIFICATION OF A-LINKS

The following identifies the specific A-Links subject to the terms and conditions of Exhibit A:

CLLI Code of BellSouth's LSTP	CLLI Code of ALLTEL's Signaling Point
JCVLFLCL21W	LVOKFLXA03T
JCVLFLSM21W	LVOKFLXA03T

Executed this 18th day of January, 1993.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

Annex 310

SUPPLEMENT NO. 2
TO
ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective October 1, 1993

Attached to and made a part of ANNEX 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC.

This Supplement is issued to change the definition of Open 800 Service.

In Section I, Definitions, the definition of Open 800 Service shall be changed to read as follows:

> OPEN 800 SERVICE - An interstate or intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

Executed this 28th day of April, 1994.

Witness: ALLTEL FLORIDA, INC.

Elaine N. Poole

By _____
Secretary/Treasurer

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX 310
800 SMS RESPONSIBLE ORGANIZATION SERVICES
REVISED EXHIBIT A

COMPENSATION FOR RESP ORG SERVICES

Effective May 1, 1993

Attached to and made part of Annex 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC.. This supplement is issued to revise the basis of charges for RESP ORG services. Compensation for the RESP ORG services provided by BellSouth to ALLTEL will be billed by BellSouth to ALLTEL on a non-recurring and monthly recurring basis as follows:

- Monthly recurring charge for ALLTEL 800 number maintained in the 800 SMS . . . . . $ 3.00

- Non-recurring charge for ALLTEL 800 number entered into the 800 SMS $35.00

- Non-recurring charge for change to information associated with ALLTEL 800 number maintained in the 800 SMS. $35.00

There will be no charge by BellSouth for the removal of an ALLTEL 800 number from the 800 SMS.

Executed this 16th day of July, 1993.

Witness:

Melanie E. Howard

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX 310

800 SMS RESPONSIBLE ORGANIZATION SERVICES

Effective May 1, 1993

This Annex between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation under the laws of the state of Georgia, herein called "BellSouth", and ALLTEL FLORIDA, INC., a corporation under the laws of the State of Florida, herein called "ALLTEL" sets forth the terms and conditions under which 800 Service Management System (SMS) Responsible Organization Services will be provided by BellSouth to ALLTEL.

SECTION I
DEFINITIONS

1.01. For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

800 SMS RESPONSIBLE ORGANIZATION (RESP ORG) - The entity that assumes the duty of managing and administering the appropriate records in the 800 Service Management System.

INTEREXCHANGE CARRIER (IC) - Any common carrier authorized to provide interexchange telecommunications that is assigned a Carrier Identification Code (CIC) code other than 110.

INTERLATA - A term used to describe telecommunication services or functions that originate in one LATA and terminate in another LATA.

INTRALATA - A term used to describe telecommunication services or functions that originate and terminate within the same LATA.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The geographic region within which a Local Exchange Telephone Company (LEC) can offer exchange and exchange access services.

LOCAL EXCHANGE CARRIER (LEC) - Any common carrier authorized to provide exchange and exchange access services that has been assigned a Carrier Identification Code (CIC) of 110.

NUMBER ADMINISTRATION AND SERVICE CENTER (NASC) - The organization that administers the SMS/800 system for the centralized management of 800 numbers of 800 DataBase Service.

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OPEN 800 SERVICE - An intrastate, interLATA/intraLATA 800 service where the interLATA 800 calls are transported by an Interexchange Carrier and the intraLATA 800 calls are transported by a Local Exchange Carrier.

OPTION 800 SERVICE - An intrastate, intraLATA 800 service requiring that the originating 800 call terminate to a destination within the same LATA in which the call originated. The same 800 number can be used for Option 800 Service in each LATA of the state.

RESPONSIBLE ORGANIZATION (RESP ORG) - The entity identified by the 800 subscriber or the 800 subscriber's agent that assumes the duty of managing and administering the appropriate records in the 800 Service Management System, including Data Entry, Record Change, Trouble Acceptance, Referral and/or Clearance.

SERVICE CONTROL POINTS (SCPs) - The real-time data base systems in the 800 DATABASE SERVICE network that contain instructions on how subscribers wish their 800 calls to be routed, terminated by location, or otherwise processed.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of 800 DATABASE SERVICE. It is used to create and update subscriber 800 records that are then downloaded to SCPs for handling subscribers' 800 calls. The system is also used by 800 service providers to reserve and assign 800 numbers.

SECTION II
SCOPE OF ANNEX

2.01. 800 SMS Responsible Organization (RESP ORG) services covered by this Annex and its Exhibits that BellSouth will perform on behalf of ALLTEL will include the following:

2.01.1 Provide a BellSouth Business Office contact number to ALLTEL to establish, change or delete a record in the 800 SMS.

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2.01.2 Provide a contact number to ALLTEL repair service personnel through which they can gain access to the 800 SMS to identify the RESP ORG for any given 800 number on a 24 hour a day, 7 days a week basis.

2.01.3 Access the 800 SMS for 800 number assignment of ten digit 800 number(s) (i.e., 800+NXX+XXXX) to ALLTEL. BellSouth will select the 800 number(s) to be assigned unless ALLTEL requests a specific 800 number(s). If the requested number(s) is available, BellSouth will make a reasonable effort to obtain the number(s) in accordance with the Ten Digit 800 Service Number Administration Guidelines and according to the rules and regulations of the approved NASC tariff. Specific 800 number requests are honored by the NASC on a first-come-first-served basis at the time the reservation is received by the 800 SMS.

2.01.4 Reserve 800 numbers at the request of ALLTEL. 800 numbers may be reserved for a maximum of 60 calendar days. If service is not activated on the reserved 800 number in 60 days, the 800 number status will transition from "reserved" to "spare".

2.01.5 Access the 800 SMS to create, disconnect or change an 800 Service record for call routing purposes based upon the information provided by ALLTEL and according to the rules and regulations of the approved NASC tariff.

2.01.6 Access the 800 SMS to change the RESP ORG for a specific 800 number at the request of ALLTEL and according to the rules and regulations of the approved NASC tariff.

2.01.7 Provide and maintain a BellSouth trouble reporting contact number in the 800 SMS for trouble referrals.

2.01.8 Accept trouble reports from 800 subscribers, casual end users or other parties receiving trouble reports on 800 DataBase service for which BellSouth is the RESP ORG.

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2.01.9 Work with the 800 Number Administration and Service Center (NASC) administrator to obtain and maintain SMS access.

2.01.10 Resolve any errors in the SMS entry/SCP download process with the NASC when necessary.

2.02. BellSouth will provide the above described RESP ORG services only for 800 services sold by ALLTEL from ALLTEL's intrastate Open and/or Option 800 service tariffs.

SECTION III
RESPONSIBILITIES OF ALLTEL

3.01. For all 800 troubles originating in ALLTEL's territory, ALLTEL shall first determine whether or not the trouble is in its equipment or facilities. If not, then ALLTEL shall determine the RESP ORG of the 800 number involved, and refer the trouble condition to that RESP ORG. If BellSouth is the RESP ORG, then ALLTEL shall refer the trouble to the 800 service trouble reporting number provided by BellSouth.

3.02. ALLTEL shall place an order for Option or Open 800 Service, furnishing the following information, to the BellSouth Business Office contact number provided by BellSouth:

3.02.1 <u>For Option 800 Service:</u>

- o LEC Company Name.
- o Specific 800 Number Requested If Any.
- o Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- o The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- o Customer Name and Contact Number.
- o Customer Mailing Address.
- o Customer Billing Address if different than the mailing address.
- o ALLTEL Service Representative's Name and Number.
- o Service Due Date.

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- o Area Of Service - The LATA number of the LATA(s) in which the service will be provided. If more than one LATA is designated, the Variable Call Destination feature will have to be requested.

3.02.2 For Open 800 Service:

- o LEC Company Name.
- o Specific 800 Number Requested If Any.
- o Whether the service is terminating to a WATS Access Line, a flat rate business line or flat rate residence line.
- o The terminating number - Whether to a WATS Access Line, a flat rate business or residence line.
- o The Name and Carrier Identification Code (CIC) of the Interexchange Carrier to transport the intrastate, interLATA 800 calls.
- o Customer Name and Contact Number.
- o Customer Mailing Address.
- o Customer Billing Address if different than the mailing address.
- o ALLTEL Service Representative's Name and Number.
- o Service Due Date.

Since the area of service for Open 800 Service is state wide, ALLTEL shall use the same Interexchange Carriers for the interLATA 800 traffic transport as are participating in BellSouth's Open 800 Service.

3.03. If for a specific 800 number(s), ALLTEL elects to change the RESP ORG from BellSouth to another RESP ORG entity, ALLTEL is responsible for the following:

3.03.1 Calling the BellSouth Business Office contact number and placing a disconnect order, furnishing the following information:

- o The 800 number(s) involved.
- o The date and time of the RESP ORG transfer.
- o The identity code of the new RESP ORG.

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3.03.2 Providing the new RESP ORG with all appropriate information for transferring the RESP ORG responsibilities for the specific 800 number(s), including the date and time of the RESP ORG transfer.

3.04. If for a specific Open 800 Service number(s), ALLTEL's subscriber elects to change the transporting Interexchange Carrier for the interLATA 800 traffic, ALLTEL is responsible for ensuring that all involved service providers (both the existing and new providers) are informed of the changes, dates and times.

SECTION IV
COMPENSATION

4.01. Compensation for the provision of RESP ORG services by BellSouth to ALLTEL is described in Exhibit A attached to and made a part of this Annex.

SECTION V
MODIFICATION AND COMPLIANCE

5.01. Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

5.02. In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

SECTION VI
TERM OF ANNEX

6.01. This Annex and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party one month written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Annex.

6.02. Cancellation of the entire Annex will include cancellation of all Exhibits, Supplements, and Attachments thereof; however such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

Executed this 3rd day of June, 1993.

Witness: ALLTEL FLORIDA, INC.

Melanie Thomas By _____
Secretary/Treasurer

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

ANNEX 310
800 SMS RESPONSIBLE ORGANIZATION SERVICES
EXHIBIT A

COMPENSATION FOR RESP ORG SERVICES

Effective May 1, 1993

Attached to and made part of Annex 310, 800 SMS Responsible Organization (RESP ORG) Services, effective May 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC. and ALLTEL FLORIDA, INC.. Compensation for the RESP ORG services rendered by BellSouth to ALLTEL will be billed by BellSouth to ALLTEL on a non-recurring and monthly recurring basis as follows:

For Option 800 Service:

Variable Call Destination:	Non-recurring Charge	Monthly Rate
- Per 800 record established	$10.00	$2.00
- Per 800 record changed	$15.00	N/A
Business:		
- Per first 800 record creation, per LATA	$55.00	$3.00
- Per each additional record created at the same time, per LATA	$20.00	$3.00
- Per 800 number record changed	$15.00	N/A
Residence:		
- Per first 800 record creation, per LATA	$25.00	$3.00
- Per each additional 800 record created at the same time, per LATA	$15.00	$3.00
- Per 800 number record changed	$15.00	N/A

For Open 800 Service:

Business:	Non-recurring Charge	Monthly Rate
- Per first 800 record creation	$55.00	$3.00
- Per each additional record created at the same time	$20.00	$3.00
- Per 800 number record changed	$15.00	N/A

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	Non-recurring Charge	Monthly Rate
Residence:		
- Per first 800 record creation	$35.00	$3.00
- Per each additional 800 record created at the same time	$15.00	$3.00
- Per 800 number record changed	$15.00	N/A

Executed this 3rd day of June ,1993.

Witness:

Melanie Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

"PROPRIETARY AND CONFIDENTIAL: This information should not be disclosed or distributed to unauthorized persons."

annex XXV
(400)

SUPPLEMENT NO. 2
TO
ANNEX XXV
INTRALATA INTEREXCHANGE FACILITIES LEASE

Effective May 1, 1993

Attached to and made a part of Annex XXV, INTRALATA INTEREXCHANGE FACILITIES LEASE effective February 1, 1991, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC..

This Supplement is issued to extend the lease period for facilities described in Exhibit A.

Paragraph IV of Exhibit A of this Annex shall be revised to read:

"IV. TERM

The initial term of this schedule shall be for fifteen (15) months commencing on or about February 1, 1991, and will continue in force until May 1, 1992, at which time a subsequent term of fifteen (15) months shall begin which will continue in force until August 1, 1993, provided however that either party may terminate this Exhibit with or without cause upon giving the other party one year written notice thereof. No payment shall be due under this schedule until contracted facility is ready for use."

Executed this 29th day of April , 19 93.

Witness:

Melanie Thomas

ALLTEL FLORIDA, INC.

By _____
Secretary/Treasurer

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XXV
INTRALATA INTEREXCHANGE FACILITIES LEASE

Effective May 1, 1992

Attached to and made a part of Annex XXV, INTRALATA INTEREXCHANGE FACILITIES LEASE effective February 1, 1991, between BELLSOUTH TELECOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and ALLTEL FLORIDA, INC..

This Supplement is issued to extend the lease period for facilities described in Exhibit A.

Paragraph IV of Exhibit A of this Annex shall be revised to read:

"IV. TERM

The initial term of this schedule shall be for fifteen (15) months commencing on or about February 1, 1991, and will continue in force until May 1, 1992, at which time a subsequent term of twelve (12) months shall begin which will continue in force until May 1, 1993, provided however that either party may terminate this Exhibit with or without cause upon giving the other party one year written notice thereof. No payment shall be due under this schedule until contracted facility is ready for use."

Executed this 1st day of June , 19 92.

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

ANNEX XXV

INTRALATA INTEREXCHANGE FACILITIES LEASE

This Annex, effective February 1, 1991 between SOUTHERN BELL, a corporation organized and existing under the laws of the State of Georgia, hereinafter called "Southern Bell", and ALLTEL FLORIDA, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter called "ALLTEL", sets forth the terms and conditions under which either company may lease IntraLATA telecommunications facilities to the other as hereinafter described.

I. SCOPE OF THE ANNEX

This Annex sets forth the terms, conditions and compensation for the provision of transmission facilities provided by either company to the other. Such provision, as detailed in this Annex, its Exhibits and Attachments, encompasses IntraLATA telecommunications facilities which are not covered in tariffs or in other agreements currently in effect between the parties.

Transmission facilities may be Radio, Carrier, fiber optic cable, or cable that provides base facility and multiplex slots which extend between locations as specified in the Exhibits hereto.

The base facility may extend through intermediate repeaters or regenerators and consists of fully operational microwave channels and associated protection switching arrangements, metallic or coaxial pairs, or light guide facilities equipped either for analog or digital transmission and may include equipment necessary to derive a baseband termination point or the highest level of multiplex point such as a mastergroup or DS3 level. Specific termination points are for each individual transmission facility, and by indicating the technology of the facility, are designated in Exhibits to this Annex. The transmission facility shall include all necessary support investment such as building space, equipment power, and any necessary system or center to make the facility fully operational, except as indicated on Exhibits hereto.

II. USE AND CONNECTION OF FACILITIES

The facilities leased hereunder shall be used by the Lessee only in providing communication services offered to its customers pursuant to tariff or for the maintenance of its own facilities, and for no other purposes.

The facilities leased hereunder shall not be used for any purpose or in any manner directly or indirectly in violation of the Lessor's tariffs, in violation of law or in aid of any unlawful act or undertaking.

Title to all facilities provided pursuant to this Annex shall remain in the Lessor's name.

III. METHODS AND PRACTICES

The facilities leased hereunder shall be maintained by the Lessor,and the Lessee shall maintain all facilities, apparatus and equipment provided by it.

The parties agree that the provision and maintenance of services or facilities under this Annex will meet the generally accepted industry performance standards, methods, and practices for network quality in effect during the period of this Annex.

IV. SERVICE OUTAGES

The Lessor/Lessee will immediately notify the other party if service is interrupted for any reason. This notice will identify the service interrupted, the date of and reason for the interruption, and the corrective action required by the Lessor or Lessee to restore said service.

Restoration of service resulting from outages due to any cause shall meet the following priorities. First, restoration priority shall be afforded to those network elements and services affecting national security or emergency preparedness capabilities; second, those affecting public safety, health and welfare as identified by the appropriate government agencies; third, all remaining services shall be restored as expeditiously as practicable and in a non-discriminatory manner.

The Lessor, its agents, employees, contractors, and affiliates shall only be liable to the Lessee for their acts of gross negligence or willful misconduct which result in a service outage. Credit for such liability shall be limited to an amount equal to that portion of the charges owing under this Annex from the Lessee to the Lessor and attributable to the plant for the duration of the outage and shall be based on a proportionate reduction of such charges. Any claim or demand for credit as a result of any such outage shall be waived unless presented in writing within one year after the date of the outage.

V. COMPLIANCE MONITORING

The non-owner of any facility or service provided pursuant to this Annex shall have the right to visit any such facility or service location upon reasonable notice to the owner to insure that the terms of this Annex are being met.

VI. CONTRACTOR DEFINITION

Each party agrees that it shall perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other party. Neither party nor any personnel furnished by such party shall be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of and supervision over its own performances of the obligations under this Annex and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations; each party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters; and each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of that party's obligations hereunder.

VII. COMPENSATION AND BILLING

The Lessee shall pay the Lessor the amounts specified in the attached Exhibit(s) as compensation for the facilities provided pursuant to this Annex. Such compensation shall be made on a monthly basis. Any special or one-time charges shall be separately identified.

VIII. TERM OF AGREEMENT

The initial Term for each Facility is separately specified in the attached Exhibit(s) hereto.

The term of this Annex with respect to each facility shall extend until the expiration of the Initial Term set forth in the attached Exhibits, plus all Renewal Periods, determined as follows.

The Lessee shall have the right to Renewal Periods up to the time period equal to the Initial Term for each facility on the same terms and conditions, other than price, set forth

herein. Renewal shall be automatic unless either party elects not to renew, by giving the other party notice in writing of its election no less than ninety (90) days prior to the expiration of the Initial Term or current Renewal Period.

The Lessee may terminate its use of a particular facility prior to the end of the Initial Term, or prior to the end of any Renewal Period, by giving six months prior written notice to the Lessor unless otherwise mutually agreed. Upon the giving of such notice, the Lessee's use of the facility shall terminate on the specified termination date. Each exhibit shall contain the appropriate termination liability.

This Annex will continue in effect until terminated. Each Exhibit contains its own termination provision and may be terminated separately. However, this entire Annex, including all Exhibits hereto, may be terminated by either party by giving written notice to the other party equal to the longest notice of termination period specified in this Exhibits in effect and settlement of financial obligations.

In witness whereof, the undersigned parties have caused this Annex to be signed by their duly authorized representatives this 9th day of August , 1991 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

EXHIBIT A
TO
ANNEX XXV
INTRALATA INTEREXCHANGE FACILITIES LEASE

BASIS OF COMPENSATION

Effective February 1, 1991

Attached to and made a part of Annex XXV, INTRALATA INTEREXCHANGE FACILITIES LEASE, effective February 1, 1991, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Southern Bell", and ALLTEL FLORIDA, INC., hereinafter called "ALLTEL".

This Exhibit describes the monthly charges and basic termination liability associated with the following described IntraLATA interexchange transmission facilities owned and maintained by ALLTEL and leased to Southern Bell.

I. DESCRIPTION

ALLTEL will provide and maintain the interexchange transmission facility route within its service area as identified herein:

(1) From the Point of Connection (POC) between ALLTEL's exchange of McIntosh and Southern Bell's exchange of Micanopy; To the Point of Connection (POC) between ALLTEL's exchange of Citra and United Telephone Company of Florida's exchange of Ocala. These Points of Connection are identified as POC's V7863;H1276 and 7878;1247, respectively, in Exhibit C of the Basic Agreement between the companies.

(2) Facility Type is: T-Carrier.

(3) Facility Length in Route Miles is 6.6. (rounded to nearest one-tenth.)

(4) Capacity leased in one (1) DS1.

II. MONTHLY RATE

The monthly charge for the described facility capacity is $82.71.

III. DEFAULT

If Southern Bell defaults in the payment of compensation, and such default shall continue for fifteen (15) days after written notice of the default, ALLTEL may immediately terminate the entire Exhibit by written notice.

IV. TERM

The initial term of this schedule shall be for fifteen (15) months commencing on February 1, 1991, and will continue in force until May 1, 1992 provided however that either party may terminate this Exhibit with or without cause upon giving the other party one year written notice thereof. No payment shall be due under this schedule until the contracted facility is ready for use.

Executed this day of August 9 1991 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

Annex 503

ANNEX 503

CUSTOMER INFORMATION EXCHANGE

This Annex, effective April 1, 1993, between BELLSOUTH TELECOMMUNICATIONS, INC., a corporation, under the Laws of the State of Georgia and ALLTEL FLORIDA INC., a corporation under the Laws of the State of Florida, sets forth the terms and conditions for the exchange of Customer Information between the Companies. The Companies hereby agree that it may be necessary to provide each other with certain information concerning customers' accounts considered to be proprietary or confidential by the disclosing party to assist the receiving party in collecting toll revenue and in establishing new customer accounts.

Such information is specifically limited to information about the disclosing party's own transactions or experiences with the customer, including the following: credit information, treatment history, concession code, returned check history, billing name and toll information ("Information"). The parties hereby agree to receive such Information of the other and to disclose such Information to the other subject to the following terms and conditions:

1. Each party agrees to protect such Information of the other party, provided to the other party, from distribution, disclosure or dissemination to anyone except employees of the receiving party with a need to know such Information in conjunction with the purposes set forth above, except as authorized herein or as otherwise authorized in writing by the disclosing party. Each party shall use the same standard of care to protect such Information of the other as it uses to protect its own similar confidential and proprietary Information.

2. Neither party shall have an obligation to protect any portion of the Information which:

   (a) is made publicly available by the disclosing party or lawfully by a nonparty to this Annex;

   (b) is lawfully obtained by the receiving party from any source other than the disclosing party;

   (c) is previously known to the receiving party without an obligation to keep it confidential; or

   (d) is released by the disclosing party in writing.

3. Neither party shall make copies of the Information received by it from the other party other than is necessary for its use under the terms hereof.

4. The receiving party agrees to use the Information solely for the purposes set forth in this Annex and for no other purpose.

5. The parties agree not to identify each other, an affiliated company of the other, or any other owner of Information disclosed hereunder in any advertising or publicity without the prior written permission of the other.

6. This Annex shall be construed in accordance with the laws of the State of Florida.

7. No license to the other party under any trademark, patent or copyright is either granted or implied by the disclosing of Information to that party.

8. A party may assign its right and obligations under this Annex to an affiliated or successor corporation, and shall provide the other party with written notice of any such assignment.

9. This Annex constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Annex, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers on the 25th day of June, 1993.

Witness: ALLTEL FLORIDA, INC.

Melanie Thomas By _____
Secretary/Treasurer

Witness: BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett By _____
Assistant Vice President

Appl. / Permit
for
Attach / Occupancy

APPLICATION AND PERMIT FOR ATTACHMENTS/OCCUPANCY

BY SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY TO ALLTEL FLORIDA, INC.

(OTHER COMPANY) Southern Bell Telephone and Telegraph Company

Number _____

Superseding _____

Place Columbia County, Lake City, Florida

Date _____

The undersigned Southern Bell Telephone and Telegraph Company hereinafter referred to as the Company, hereby requests permission to make, as of February 1, 1991, the following attachments to the Company, hereinafter referred to as the Licensor, at the rentals below stated, and under the terms and conditions attached hereto.

GENERAL NATURE OF

Type of Facilities	-	Conduit Duct Space (4 Inch Duct)
Number of Poles Attached	-	N/A
Feet of Conduit Occupied	-	Approximately 3,362 Feet
Location	-	Four inch conduit duct beginning at Southern Bell Manhole NE1 and continuing through SBT MH N-12, SBT MH N-10, SBT MH N-9, SBT MH NW-1, SBT MH NW-2, SBT MH NW-3 and exiting the duct system 272 feet west of SBT MH NW-3.
Purpose For Use	-	Telecommunications

DETAIL OF ATTACHMENTS/OCCUPANCY

Type	Quantity	Annual Amount
Conduit Innerduct	Approximately 3,362 feet	$3,362.00

The parties have executed this agreement through their authorized representatives this 26th day of December, 19 91 .

Southern Bell Telephone and Telegraph Company

By: _____
C. J. Sanders

Its: Vice President - Network Operations - South

FORM APPROVED BY ATTORNEY

Witness: _____

ALLTEL Florida, Inc.

By: _____
Charles M. Wiley

Its: Vice President

Witness: _____

TERMS AND CONDITIONS

1. This permit is for a period of five (5) years from the date hereof, and thereafter until the expiration of six (6) months written notice shall have been given by either party to the other of its desire to terminate the permission herein granted, and the Licensee agrees to pay to the Licensor the rental as shown on the face hereof, commencing on the date the permit becomes effective and thereafter, annually in advance until the permission is terminated as herein provided.

2. In case of such termination by the Licensor, before the expiration of any year for which conduit duct space and/or pole attachment rental(s) shall have been paid, then, and not otherwise, shall the Licensor refund to the Licensee the charge for such rental for the unexpired portion of such year.

3. Occupancy of duct space and/or attachments to the poles and fixtures of the Licensor by the Licensee, shall be made and maintained in accordance with the standard specifications of the Licensor for doing such work, at the sole expense of the Licensee, and in such manner as will not conflict with the use of said duct work, poles and fixtures by the Licensor, nor interfere with the working or use of its facilities therein or thereon, or which it may from time to time place therein or thereon, and the Licensee shall at any time at its own expense, upon thirty days written notice from the Licensor, change, alter, improve, repair or renew said occupancy or attachments in such manner as the Licensor may direct.

4. The Licensee shall not assign, transfer or sublet any of the privileges described in the within application without the consent in writing of the Licensor.

5. The Licensee shall not at any time make any conduit duct modifications or attachments to the poles of the Licensor without a permit therefor, nor shall it make any changes in the location or in the use of its occupancy or attachments without the consent in writing of the Licensor.

6. Nothing herein contained shall be construed to confer upon the Licensee any rights of property in the conduit duct, poles and fixtures of the Licensor, or as a guarantee of permission from municipal or other authority to place or maintain its conduit duct occupancy or attachments to said poles and fixtures.

7. Upon notice from the Licensor of the Licensee's failure to comply with any of the conditions hereof, or that its occupancy or attachments are forbidden by municipal or other authority, the within permission shall immediately terminate, and the Licensee shall forthwith remove any or all of its conduit duct presence or attachments to the poles and fixtures of the Licensor, and upon its failure to do so the Licensor reserves the right to make such removal at the cost and risk of the Licensee.

Marion
County
E-911

Original

Duke Telephone

ALLTEL

ALLTEL/Southern Region

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

UNITED TELEPHONE COMPANY OF FLORIDA

ALLTEL FLORIDA, INC.

JOINT LETTER ON ALLTEL'S PORTION OF E-911 SERVICE FOR MARION COUNTY, FLORIDA

The following arrangements and procedures are hereby agreed to in providing Enhanced 911 service for Marion County, Florida.

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

1) Will load the ALLTEL TN conversion tapes for Citra-595, McIntosh-591, and Orange Springs-546, into the E-911 Data Base in Sunrise, Florida, for Marion County.

2) Will prepare E-911 update tapes on service order changes processed through Directory Assistance on Citra, McIntosh, and Orange Springs.

3) Will transmit error files on Citra, McIntosh, and Orange Springs to UNITED TELEPHONE COMPANY OF FLORIDA for processing and forwarding to ALLTEL.

4) Will provide TN/ESN Tables and updates as follows: (a) Citra information to Fort Meyers E-911 Tandem (UNITED); and (b) McIntosh and Orange Springs information to Gainesville E-911 Tandem (Southern Bell).

5) Will provide two trunks from Gainesville E-911 Tandem to Putnam County Sheriff's PSAP (Palatka) for Orange Springs.

6) Will provide facilities between Bell POPS and Gainesville E-911 Tandem for two trunks each from McIntosh and Orange Springs.

UNITED TELEPHONE COMPANY OF FLORIDA

1) Will collect Street Address Guide (SAG) information from ALLTEL, have Marion County verify, and create the Master Street Address Guide (MSAG) in the E-911 Data Base in Sunrise, Florida, for Citra, McIntosh, and Orange Springs and make changes when required.

2) Will receive ALLTEL error files and forward to ALLTEL for correction. Assist ALLTEL by correcting ALLTEL errors which can not be corrected by ALLTEL's service order processing.

3) Will provide two trunks from Gainesville E-911 Tandem POP to Marion County Sheriff's PSAP (Ocala) for McIntosh and Orange Springs.

4) Will provide facilities between ALLTEL POP and Fort Meyers E-911 Tandem for two trunks from Citra central office.

ALLTEL FLORIDA, INC.

1) Will provide Citra, McIntosh, and Orange Springs serving area maps to UNITED for use by Marion County in their mapping and ESN assignment.

2) Will provide Street Address Guide (SAG) information manually on Citra, McIntosh, and Orange Springs to UNITED.

3) Will provide two CAMA type end office trunks using TSPS format in dedicated trunk groups from each of Citra, McIntosh, and Orange Springs.

4) Will provide TN conversion tapes to the E-911 Data Center, Sunrise, Florida, for Citra, McIntosh, and Orange Springs for Marion County. Will send DSO's to Marion County on errors involving discrepancies between MSAG and ALLTEL customers' addresses. Will correct errors where possible by service order entries. Will send errors not correctable by service order entry to UNITED with a request that UNITED perform the corrections. (Limited to cases where ALLTEL customer record is correct but error occurred during keying by Input Services, Inc. in Atlanta).

JOINT LETTER ON ALLTEL'S PORTION OF E-911 SERVICE FOR MARION COUNTY, FLORIDA

This JOINT LETTER shall be effective when accepted in writing by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, UNITED TELEPHONE COMPANY OF FLORIDA, and ALLTEL FLORIDA, INC.

The above JOINT LETTER is hereby accepted by Southern Bell, this 28 day of October, 1987.

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

BY: _____

TITLE: Segment Manager-BIR-

The above JOINT LETTER is hereby accepted by United, this 19th day of February, 1988.

UNITED TELEPHONE COMPANY OF FLORIDA

BY: _____

TITLE: Business Relations Director

The above JOINT LETTER is hereby accepted by ALLTEL FLORIDA, INC., this 10th day of March, 1988

ALLTEL FLORIDA, INC.

BY: Edwin E. Kirkland _____

TITLE: Vice President

PED/mn/Doc.199

Joint Trench

JOINT TRENCH AGREEMENT

THIS AGREEMENT executed this 17th day of January, 1992 ~~XXXX~~ between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Georgia, hereinafter called Southern Bell and ALLTEL FLORIDA, INC., a corporation organized and existing under the laws of the State of Florida having its principal office in the City of Live Oak, hereinafter called ALLTEL.

WITNESSETH

ARTICLE 1

WHEREAS, Southern Bell and ALLTEL desire to place buried communications cables beginning at a point 270' west of the intersection of Williams Street and C-100A continuing along C-100A westward to Southern Bell manhole NE-1, a total of 10,380'.

WHEREAS said buried communications cables can be easily and economically placed simultaneously in the same trench (including costs to secure permits);

WHEREAS both Southern Bell and ALLTEL will both benefit from the simultaneous placement of said cables in the same trench;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually convenant and agree as follows:

ARTICLE II

CONTRACT FOR PLACEMENT

1. It is expressly agreed that Southern Bell will bid the entire project and includes the joint cable placement as described in Article I. The contractor selected will install both cables in the joint portion and bill Southern Bell and ALLTEL on a 50/50 basis for that portion.

2. It is expressly agreed that both companies will purchase its own cable and store same at a location convenient to the contractor. ALLTEL will use its storage yard at Alachua and Southern Bell will store its cable at its Lake City yard. It will be necessary for the contractor to pick up cable from each location as required for placement.

3. It is expressly agreed that Southern Bell will contract for an independent Plant Contract Supervisor (PCS) and who is agreeable to ALLTEL, to oversee the project. This cost would be billed to each company on a 50/50 basis.

4. It is expressly agreed that cables will be buried at a depth of 48" below grade, with a marker tape (terra-tape extra strength 540) buried at 24" below grade. The material cost and placing costs of the tape will be billed to each company on a 50/50 basis. In addition, marker poles will be PVC poles supplied and billed by the contractor on a 50/50 basis to each company. The poles will be spaced at 500 feet apart and set that the signs are perpendicular to the roadway. Each company will supply its own signs to be attached to the poles by said contractor.

5. It is expressly agreed that ALLTEL's cable will be clearly marked with the ALLTEL logos to facilitate easy identification.

ARTICLE III

HANDHOLES AND CONDUIT

6. It is expressly agreed that each company will supply its own handholes. The handholes will be located a minimum of 100 feet apart to allow for simultaneous work by both companies as necessary without interference.

7. It is expressly agreed that each company will supply its own conduit and be billed by the contractor on a 50/50 basis for the placement of said conduit, including pull wires.

ARTICLE IV

SPECIFICATIONS

8. It is expressly agreed that all communications facilities shall be placed and maintained in accordance with the requirements and specifications of the current National Electrical Code (NEC), the National Electrical Safety Code (NESC), all of which are incorporated by reference in this Agreement, the rules and regulations of the Occupational Safety and Health Act (OSSHA) and any governing authority having jurisdiction, if dual specifications exist, the more stringent shall apply.

ARTICLE V

LOCATING AND REPAIRS

9. It is expressly agreed that in the event of a cable cut where an excavation is required to access the damaged cable, a decision will be made at that time as to which company will provide th contractor to excavate. The excavation costs will be shared on a 50/50 basis.

10. It was expressly agreed that for cable locates a test pit will be dug and a florescent tape marker will be tied to the cable and brought to the surface.

ARTICLE VI

11. A. It is expressly agreed that except as otherwise provided in this agreement, neither party hereto shall assign or otherwise transfer this agreement, in whole or in part, without the written consent of the other party; provided that either party shall have the right without such consent, (1) to lease or transfer any of its rights or property to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or (2) to enter into any merger or consolidation; however, that subject to all of the terms and conditions of this agreement, either party may without such consent permit any corporation conducting a business of the same general character as that of such party, with which it is affiliated or connecting with it, the rights and privileges of this agreement in the conduct of its said business.

B. The wires and cables of each party hereto or of others permitted by this agreement shall at all times be and remain its or their property, with the full right of removal, and shall not become subject to any liens against the other party.

ARTICLE VII

TERM OF AGREEMENT

12. Subject to the provision of Article XIV herein, this agreement shall continue in full force and effect for perpetuity.

ARTICLE VIII

WAIVER OF TERMS OR CONDITIONS

13. It is expressly agreed that failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE IX

DEFAULTS

14. It is expressly agreed that should either party default in any of its obligations under this agreement and such default shall continue thirty days (30) after notice thereof in writing from the other party, then in addition to any other remedies the non-defaulting party may have for breach of contract, the party in default shall defend, hold harmless, and indemnify the non-defaulting party for all claims, losses, expenses, actions, causes of actions made against the non-defaulting party resulting from the default.

ARTICLE X

SERVICE OF NOTICES

15. It is expressly agreed that whenever in this agreement notice is provided to be given by either party to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to Southern Bell at its office at Miami, Florida or to ALLTEL at its office at Live Oak, Florida or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XI

SUPPLEMENTAL ROUTINES AND PRACTICES

16. It is expressly agreed that nothing in the foregoing shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this agreement.

ARTICLE XII

17. It is expressly agreed that should either party abandon its facilities as described in Article II above this contract shall terminate and the abandoning party shall have no further interest in its abandoned facilities or any rights under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

WITNESS

ALLTEL FLORIDA, INC.

By _____
Charles M. Wiley
Vice President

WITNESS

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
W. C. Lantaff
Assistant Vice President -
Corporate & External Affairs