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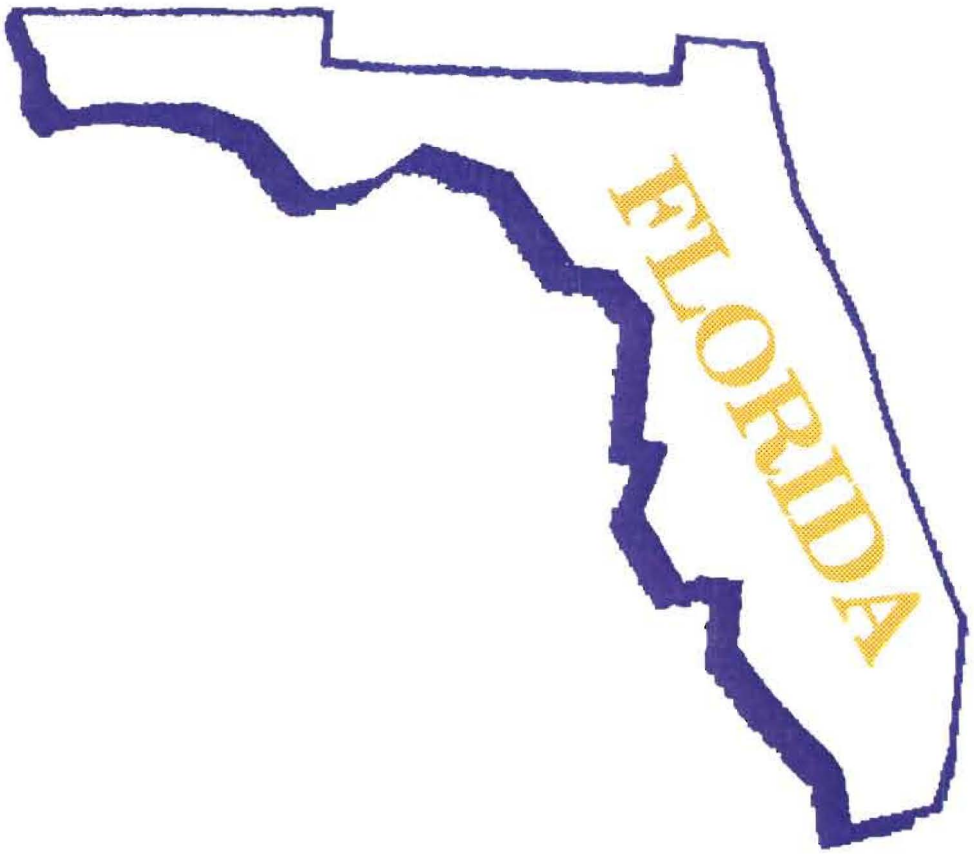

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FPSC-RECORDS/REPORTING

STATE OF FLORIDA

OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

* *

Docket No. : 920260-TL

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

DN 07119-93: CONTAINS MICROFICHE THAT CANNOT BE COPIED.

[CLK NOTE: FORWARDED TO SRC FOR STORAGE.]

60. Schedule C-24i-- Copy of each traffic and revenue settlements agreement governing the interconnection of facilities between the applicant and one or more other telephone companies. All supplements and pending revisions to such agreements over the last five (5) years.

Traffic and Revenue Settlements Agreements

FLORIDA PUBLIC SERVICE COMMISSION

Company Southern Bell Telephone & Telegraph Co.
Docket No. 920260-TL
Test Year -1 1992

Schedule C-24i
Page 1 of 1
Witness Responsible: Walter Reid

Check Whether Data Is:
Historic [X] or Projected [ ]
Average [ ] or Year End [ ]

This schedule contains Traffic and Revenue Settlements Agreements.

Included, for each Florida Local Exchange Company, are the following agreements, if applicable:

Basic Agreement
Annex III, Intrastate Access Revenue Distribution
Annex XXVIII, Intrastate IntraLATA Private Line
Annex XXIX, Modified Access Based Compensation

Supporting Schedules:

Recap Schedules:

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, 19 92.

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:

Dorothy Bennett

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:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 8

TO

BASIC AGREEMENT

REVISED EXHIBIT C

POINTS OF CONNECTION AND ROUTING

Effective 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

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

0000011

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

Dorothy P. Bennett

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

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-

0000024

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 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:

J Thomas L Johnson

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 , 1990.

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:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

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

0000035

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

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 , 1988 .

Witness:

ALLTEL FLORIDA, INC.

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

62

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:

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 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)	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)	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:

Thomas L. Johnson

ALLTEL FLORIDA, INC.

By John V. Dunlap
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W. B. Fuller
Assistant Vice President

SUPPLEMENT NO. 14
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, 1986, between BELLSOUTH TELCOMMUNICATIONS, INC., formerly "Southern Bell Telephone and Telegraph Company", and CENTRAL TELEPHONE COMPANY OF FLORIDA.

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

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

Annex I	- Intrastate IntraLATA/Intra-Market Toll Services
Annex III	- Intrastate Joint Access Revenue Distribution
Annex IV	- Interstate Joint Access Revenue Distribution
Annex V	- Extended Area Service
Annex VI	- Circuit-Facility Rental
Annex VII	- IntraLATA/Intra-Market Area Foreign Exchange Service
Annex 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 Interstate Revenue and Usage Information for Feature Group A Access Services
Annex XXVII	- Digital Access Cross Connect Service
Annex XXVIII	- Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
Annex XXIX	- Modified Access-Based Compensation for Intrastate IntraLATA Toll Services

Executed the 26th day of May 1992 .

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 13
TO
BASIC AGREEMENT

REVISED EXHIBIT D
TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective December 15, 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 CENTRAL TELEPHONE COMPANY OF FLORIDA.

This Supplement is issued to reflect the rehoming of operator services for Starke, Lawtey and Kingsley Lake.

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

Traffic Originating At	Traffic Terminating At	Function Performed
All Central Telephone	All Points	All traffic recording, identification and operator functions.

Executed this 30th day of March , 19 92 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 12
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective : January 7, 1992

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

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

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

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

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

Executed the 7th day of January, 1992 .

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Barbara W. Beard

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 11
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: February 12, 1991

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

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

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

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

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

Annex XXVII - Digital Access Cross Connect Service

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

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

Executed the 12th day of February, 1991

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
~~Vice~~ President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 10
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective September 1, 1990

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

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

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

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

POINTS OF CONNECTION

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

POINTS OF CONNECTION

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

Executed this 1st day of October , 1990 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President
for

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective February 1, 1990

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

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

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

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

POINTS OF CONNECTION

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

POINTS OF CONNECTION

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

Executed this 22nd day of May , 1990 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT

REVISED
EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective October 1, 1988

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

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

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

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

POINTS OF CONNECTION

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

POINTS OF CONNECTION

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

Executed this 16th day of November , 19 88 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By Lynn Cannon for Dale Crow
Vice President
11/1/88

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective: February 8, 1989

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

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

Annex III - Intrastate Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

Annex VI - Circuit-Facility Rental

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

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex IX - Operator Services

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XIV - E911 Service

Annex XV - Access Service Provisioning

Annex XVI - Number Services

Annex XVII - Secondary Directory Assistance

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

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

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

Executed the 8th day of February , 1989 .

Witness:

Barbara Bearden

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT

REVISED EXHIBIT B

DEFINITIONS

Effective: January 1, 1988

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

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

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

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

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

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

5. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003 and 1220 minus the amounts recorded in Accounts 3100, 3500, 4100, 4110, 4340 and 4350. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by both parties.

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

7. A COLLECT TO COIN (C-CN) MESSAGE is a collect toll message to a coin station where the ticketing of and collection for the call are handled by the terminating toll center operator. Such a message will be treated as "sent-paid" at the terminating exchange and the terminating toll center.

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

9. COMPANY means the Bell Company or Independent Company or both, as the context shall require.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. A MESSAGE is an Intrastate IntraLATA/Intra-Market MTS, Outward WATS, or 800 Service toll call which has been completed. Unless otherwise agreed in writing, any references herein to Bell Company/Independent Company (B-I) messages shall mean those using only the facilities of both the Bell Company and the Independent Company, and any reference to Independent-Independent (I-I) messages shall mean those using only the facilities of Independent Companies, excluding Bell Companies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this 10th day of June 19 88 .

WITNESS:

Barbara Bearden

CENTRAL TELEPHONE COMPANY
OF FLORIDA

By _____
Vice-President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

0000080

By _____
Assistant Vice President

SUPPLEMENT NO. 5
TO BASIC AGREEMENT

REVISED EXHIBIT D
TRAFFIC RECORDING, IDENTIFICATION AND OPERATOR FUNCTIONS

Effective January 6, 1988

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

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

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

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

Executed this 10th day of June , 1988 .

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By
Assistant Vice President

SUPPLEMENT NO. 9
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

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

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

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

Executed this 3rd day of July , 1990.

Witness:

Barbara Reardon

CENTRAL TELEPHONE COMPANY
OF FLORIDA

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
for

SUPPLEMENT NO. 8
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

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

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

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

III. COMPENSATION

B. Special Access

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

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

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:

Barbara Bearden

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President
For

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

AMENDMENT

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

I. PURPOSE

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

II. STANDARDS

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

III. COMPENSATION

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

A. Switched Access

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

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

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

IV. PROVISIONING

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

V. COLLECTION PRACTICES AND LEGAL RECOURSE

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

VI. TERMS

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

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

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

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 CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. JOINT TRANSPORT

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

A. Switched Access

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

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

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President

Witness:

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 June 23, 1992

This supplement amends Annex XXVIII, Intrastate, IntraLATA/Intra-Market Area Interexchange Private Line Services, which became effective as of January 1, 1988, between CENTRAL TELEPHONE COMPANY OF FLORIDA and 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, 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	$1,977,386
1990 Preliminary Settlements	$2,780,000
Net Due BellSouth	$ 802,614

Upon the execution of this supplement, BellSouth will debit the account of Centel in the amount of $802,614 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 17th day of July, 1992.

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

By _____
President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

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

Issued January 21, 1991

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

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

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

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

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

Executed this 27th day of February 1991.

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Issued March 7, 1990

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

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

	Private Line
1988 Study Costs	$1,587,943
1988 Preliminary Settlements	$1,605,000
Net Due Bell	$ 17,057

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

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

Executed this 29th day of May, 1990.

WITNESS:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

By _____
Vice President

WITNESS:

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 CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called Centel, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

II. CENTEL EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

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

V. BASIS OF COMPENSATION

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

VI. DEFAULTS OR VIOLATIONS

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

VII. TERM OF ANNEX

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

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

Witness:

CENTRAL TELEPHONE COMPANY OF FLORIDA

Barbara Beard

By _____
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 CENTRAL TELEPHONE COMPANY OF FLORIDA, hereinafter called Centel, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Southern Bell.

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

I. METHOD OF COMPENSATION

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

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

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

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

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

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

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

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

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

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

II. SEPARATION PROCEDURES

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

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

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

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

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

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

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

III. SEPARATION STUDIES REVISION

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

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

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

If Centel failed to meet its obligations:

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

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

If Southern Bell failed to meet its obligations:

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

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

IV. SYSTEM OF ACCOUNTS

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

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

V. RIGHT OF REVIEW

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

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

VI. STATE REGULATORY MATTERS

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

Executed the 10th day of June, 19 88.

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Barbara Beard

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective June 1, 1990

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

This Supplement is issued to revise BHMOC quantities.

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

I. For Centel payments to Southern Bell:

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

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

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

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

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

II. For Southern Bell payments to Centel:

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

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

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

Executed this 29th day of May , 1990 .

Witness:

CENTRAL TELEPHONE COMPANY
OF FLORIDA

Vice President

Witness:

Dorothy Bennett

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 CENTRAL TELEPHONE COMPANY OF FLORIDA, a corporation organized under the laws of the State of Florida, (herein called "Centel"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntraLATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and

B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

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

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

III. PROVISION OF SERVICE

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

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

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

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

VI. COMPENSATION

A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.

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

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

VII. AVAILABILITY OF DATA

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

B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

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

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

Witness:

Barbara Bearden

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
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 CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

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

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

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

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

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

II. TARIFF STRUCTURES AND RATES

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

III. DATA REPORTING

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

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

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

V. JOINTLY PROVIDED TRANSPORT

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

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

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

VII. INTERMEDIATE TRANSPORT BY A NON-SWITCHING COMPANY

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

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

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

Witness:

Barbara Beaudoin

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice 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 CENTRAL TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. For Centel payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	TOTAL
Jacksonville	BLDWFLMA	35	5	40
	FRBHFLFP	55	2	57
	FTGRFLMA	55	2	57
	GCSPFLCN	71	2	73
	JCBHFLMA	49	5	54
	JCBHFLSP	120	5	125
	JCVLFLAR	120	5	125
	JCVLFLAB	120	5	125
	JCVLFLBW	120	5	125
	JCVLFLCL	120	5	125
	JCVLFLFC	120	5	125
	JCVLFLLF	120	5	125
	JCVLFLNO	120	5	125
	JCVLFLOW	120	5	125
	JCVLFLRV	120	5	125
	JCVLFLSJ	145	2	147
	JCVLFLSM	120	5	125
	JCVLFLWC	73	4	77
	LKCYFLMA	55	2	57
	MDBGFLPM	66	4	70
	MNDRFLLO	35	2	37
	MNDRFLLW	42	4	46
	MXVLFLMA	46	5	51
	ORPKFLMA	75	2	77
	ORPKFLRW	60	2	62
	PLTKFLMA	55	2	57
	PMPKFLMA	55	2	57
	PNVDFLMA	18	5	23
	STAGFLBR	13	5	18
	STAGFLMA	60	2	62
	STAGFLSH	27	4	31
	WELKFLMA	55	2	57
	YULEFLMA	55	2	57
	Total	2520	122	2642

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

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

II. For Southern Bell payments to Centel:

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

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

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	TOTAL
Panama City	ALFRFLXA	304.4	16.15	320
	BNFYFLXA	643.5	34.14	678
	CTDLFLXA	326.4	17.32	344
	GDRGFLXA	213.2	11.31	224
	GNWDFLXA	86.2	4.57	91
	MALNFLXA	137.5	7.30	145
	MRNNFLXA	1254.0	66.53	1320
	RYHLFLXA	91.7	4.87	97
	SNDSFLXA	183.3	9.73	193
	WSTVFLXA	214.5	11.38	226
	Total	3454.7	183.30	3638
Pensacola	BAKRFLXA	409	9	418
	CRVWFLXA	1531	33	1564
	DFSPFLXA	799	18	817
	DESTFLXA	1204	27	1231
	ELFDFLXA	1628	36	1664
	FRPTFLXA	271	6	277
	FTWBFLXA	2642	58	2700
	FTWBFLXB	1617	35	1652
	FTWBFLXC	434	10	444
	GLDLFLXA	170	4	174
	PNLNFLXA	149	3	152
	SHLMFLXA	1009	22	1031
	SGBHFLXA	145	3	148
	SNRSFLXA	114	2	116
	VLPRFLXA	957	21	978
	VLPRFLXB	460	10	470
	Total	13539	297	13836
	Total all LATAs	19190.7	934.3	20125

Executed the 8th day of February , 1989.

Witness:

Barbara Bearden

CENTRAL TELEPHONE COMPANY OF FLORIDA

By _____
Vice President

Witness:

Dorothea Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____

ANNEX XXIX

ATTACHMENT 2
TO
EXHIBIT A

INTERMEDIATE TRANSPORT BY NON-SWITCHING COMPANIES

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

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

PANAMA CITY LATA

Sending Company	%	of
Quincy	73	Intertoll Trunking
St. Joseph	51	Intertoll Trunking

Executed the 8th day of February , 1989.

Witness:

Barbara Beander

CENTRAL TELEPHONE COMPANY OF FLORIDA

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: 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 19 88 .

WITNESS:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

0000123

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

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: THE FLORALA TELEPHONE COMPANY

By _____
President

Witness: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Dean G. Stevens By _____
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 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

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 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

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000131

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	$8,020
1988 Preliminary Settlements	$9,000
Net Due Bell	$ 980

Upon the execution of this supplement Bell will debit the account of Florala in the amount of $980 in final settlement for Private Line business for the period January 1, 1988 through December 31, 1988.

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

Executed this 15th day of September, 1989.

WITNESS:

FLORALA TELEPHONE COMPANY

By _____
President

WITNESS:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000132

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 , 1988 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
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 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 , 19 88 .

Witness:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

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:

Susan G. Stevens

FLORALA TELEPHONE COMPANY

By John A. Vaughan
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W C Sandiff
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 , 19 88 .

Witness:

Jean F. Stevens

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:

THE FLORALA TELEPHONE COMPANY, INC.

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

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

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

I. For Florala payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's 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, 1988.

Witness:

Teresa L. Kilcrease

THE FLORALA TELEPHONE COMPANY, INC.

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: 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 J. 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:

Brady R. Adair

GTE FLORIDA, INC.

By Beverly G. Menard
Vice President

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 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:

Grady R. Odom

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

ANNEX XXVIII

INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES

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

I. TRAFFIC COVERED BY THIS ANNEX

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

II. GTE EXCHANGES

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

III. MONTHLY COMPENSATION

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

IV. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof.

V. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 20th day of December, 1988.

Witness:

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

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

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

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

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

I. METHOD OF COMPENSATION

A. GTE and Southern Bell shall receive on a monthly basis as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool an amount equal to:

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

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

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

B. No later than three (3) working days prior to the end of the current month, GTE will furnish Southern Bell:

1. Preliminary estimates of Intrastate IntraLATA/Intra-Market Area Interexchange Private Line billed revenues and compensation for the current month;

2. Revision of the first prior month's estimate of billed revenues and compensation including computations;

3. Final Report - Detail of the second prior month's billed revenues and final compensation; and

4. Statements reflecting the net effect of 1, 2, and 3 above.

C. Each month Southern Bell will furnish to GTE:

1. A preliminary compensation ratio no later than four (4) working days before the close of the data month;

2. A revised preliminary compensation ratio no later than ten (10) working days after the close of the data month; and

3. A final compensation ratio no later than fifty (50) calendar days after the close of the data month being finalized.

D. Compensation (calculated in accordance with A, B, and C above) from one party to the other shall be made monthly. Such payments shall be in full settlement of obligations of the parties to each other.

E. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, compensation ratio (return) and tax data must be expeditiously exchanged by the participants. Therefore, each party agrees to furnish to the other on mutually agreeable schedules monthly, quarterly and annual data and/or forecasts including but not limited to investment (primary account), expense (account), tax items, billing units and traffic usage data. Schedules for the exchange of data and/or forecasts will be as shown in this Annex, but may be modified at anytime during the year by agreement of both parties.

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

II. SEPARATION PROCEDURES

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

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

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

III. MONTHLY SETTLEMENT STUDY PROCEDURES

A. GTE's monthly studies will be prepared in a manner consistent with applicable provisions of GTE's Separations and Settlements practices. Southern Bell's monthly studies will be prepared in a manner consistent with applicable provisions of Southern Bell's separation procedures.

B. The procedures cover the details of preliminary, revised and final monthly study preparation including scheduling and provision of all basic investment, expense and traffic separations studies.

IV. RIGHT OF REVIEW

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

V. SYSTEM OF ACCOUNTS

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

VI. STATE REGULATORY MATTERS

A. From time to time, the Florida Public Service Commission (FPSC), after due process, may issue orders relating to generic matters that direct all Florida telephone companies to make changes that affect Intrastate IntraLATA/Intra-Market Area investment, revenue, expense, or tax items. In addition, the FPSC may issue orders that direct certain Florida telephone companies to adjust Intrastate IntraLATA/Intra-Market Area investment, revenue, expense or tax items in settlements. Compensation between GTE and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the FPSC.

IN WITNESS WHEREOF the parties have caused this Exhibit to be signed by their duly authorized officers this 20th day of December , 19 88 .

Witness:

Grady R. Odom

GTE FLORIDA, INC.

By Beverly Y. Menard
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 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:

Joan G. Stevens

GULF TELEPHONE COMPANY

By John M. Vaughn
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By [illegible]
Assistant Vice President

0000173

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

0000180

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:

Sean B. Stevens

GULF TELEPHONE COMPANY

By John W. Vaughan
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By C. B. Tolbert, Jr.
Assistant Vice President

0000181

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. 2
TO
ANNEX XXVIII
INTRASTATE INTRALATA/INTRA-MARKET AREA
INTEREXCHANGE PRIVATE LINE SERVICES

Issued September 16, 1991

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

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

	Private Line
1990 Study Costs	$36,655
1990 Preliminary Settlements	$27,480
Net Due Gulf	$ 9,175

Upon the execution of this supplement Bell will credit the account of Gulf in the amount of $9,175 in final settlement for Private Line business for the period January 1, 1990 through December 31, 1990.

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

Executed this 22nd day of October, 1991.

Witness:

GULF TELEPHONE COMPANY

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

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

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

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 Allen

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

0000194

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

0000201

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 Hart

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

0000204

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 , 1990.

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 , ~~19~~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 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

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy Bennett

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 Robert M Post
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C M Wright
Assistant Vice President
For

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 Watt

INDIANTOWN TELEPHONE SYSTEM

By _____
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 INDIANTOWN TELEPHONE SYSTEM, a corporation under the laws of the State of Florida, herein called Indiantown, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

II. INDIANTOWN EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

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

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
for

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

REVISED ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

Effective April 1, 1990

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

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

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

I. For Indiantown payments to Southern Bell: 1900 BHMOCs

II. For Southern Bell payments to Indiantown: 918 BHMOCs

Executed the 27th day of April , 1990 .

Witness:

Mary Ann Hart

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

Dorothy P. Burnette

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000224

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

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 INDIANTOWN TELEPHONE SYSTEM and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

I. METHOD OF COMPENSATION

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

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

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

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

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

II. TARIFF STRUCTURES AND RATES

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

III. DATA REPORTING

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

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

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

V. JOINTLY PROVIDED TRANSPORT

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

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

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

Approved and executed this 22nd day of May , 1989.

Witness:

INDIANTOWN TELEPHONE SYSTEM

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

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

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

I. For Indiantown payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	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:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
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. 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 , 1992 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
Vice President

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

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:

NORTHEAST FLORIDA TELEPHONE COMPANY

Evelyn H. Holland

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

_____

By _____
Assistant Vice President

FR

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 , XXXX1989.

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 ,XXXXX1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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
FL

IntraLATA Private Line

Meet Point Billing Option

☐ Single Bill/Single Tariff

☒ Multiple Bill/Multiple Tariff

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

Northeast Florida Telephone Co., Inc.
Company

Jon Conner
Name/Title

August 24, 1990
Date

SOUTHERN BELL

C. [illegible]
Name/Title
Operation Manager

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

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

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

I. TRAFFIC COVERED BY THIS ANNEX

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

II. NORTHEAST EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

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

V. BASIS OF COMPENSATION

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

VI. DEFAULTS OR VIOLATIONS

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

VII. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 21st day of July , 1989 .

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

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 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 , 1989 .

Witness:

NORTHEAST FLORIDA TELEPHONE 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 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 , 1989.

Witness:

NORTHEAST FLORIDA TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT

REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

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
ANNEX TABLE OF CONTENTS

Effective: October 12, 1988

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

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

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

Annex III - Intrastate Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

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

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XV - Access Service Provisioning

Annex XVII - Secondary Directory Assistance

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

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

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

Executed the 12th day of October , 1988 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By Lila Q. Carlini
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.R. Carlin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

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:

QUINCY TELEPHONE COMPANY

By Daniel V. Gregory
Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

By W C Sanford
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 _____
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000290

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. Carlin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
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 Lida D. Carlin
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:

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. 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:

Dianne L. Watson

QUINCY TELEPHONE COMPANY

By Lila D. Carlin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

0000300

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 Lisa L. Carlson
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By C. M. Lobley Jr.
Assistant Vice President

0000301

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 , 19 88 .

Witness:

Fred Parker

QUINCY TELEPHONE COMPANY

By L. Q. Carlin
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

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

REVISED ATTACHMENT 1
TO EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective 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:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	BHMOC's ORIG (800)	BHMOC's 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 K. Watson

QUINCY TELEPHONE COMPANY

By Lila L. Corbin
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
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. Parks

QUINCY TELEPHONE COMPANY

By _____
President

Witness:

Dorothy P 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 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 D. Collins
President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
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 Lila A. Collins
President

Witness:

Dorothy P. Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By
Assistant Vice President

0000317

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 L. Parker

QUINCY TELEPHONE COMPANY

By Lila A. Carlin
President

Witness:

Dorothy P Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By C. M. Robertson
Assistant Vice President
for

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

Susan G. Stevens

By _____

Vice President

Witness:

BELLSOUTH TELECOMMUNICATIONS, INC.

Dorothy Bennett

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 XXIII and XXIX, and is made effective upon execution.

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

Annex I - Intrastate IntraLATA/Intra-Market Toll Services

Annex III - Intrastate Joint Access Revenue Distribution

Annex IV - Interstate Joint Access Revenue Distribution

Annex V - Extended Area Service

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

Annex VIII - Domestic Public Land Mobile Radiotelephone Roamer Service

Annex X - IntraLATA Joint Provisioning

Annex XI - Accounting Services

Annex XV - Access Service Provisioning

Annex XVII - Secondary Directory Assistance

Annex XIX - Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services

Annex XXIV - Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

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:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

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.

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. 6
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

Susan G. Stevens

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

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SUPPLEMENT NO. 6
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

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

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

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

III. COMPENSATION

B. Special Access

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

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

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

Jean B. Stevens

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Dorothy P. 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 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

By _____
Assistant Vice President

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

Teresa 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

By _____
VICE 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 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

Dean B. Stevens

By _____
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

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

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 , 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

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
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 ST. JOSEPH TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Florida, (herein called "St. Joseph"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntraLATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and

B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

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

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

III. PROVISION OF SERVICE

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

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

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

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

VI. COMPENSATION

A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.

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

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

VII. AVAILABILITY OF DATA

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

B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

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

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 14th day of September , 1988 .

Witness:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

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 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:

ST. JOSEPH TELEPHONE
AND TELEGRAPH COMPANY

By _____
Executive Vice President

Witness:

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:

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 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:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

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 19 88 .

WITNESS:

Thomas G. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

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:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

FL

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 19 89 .

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President/General Manager

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000377

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:

Thomas F. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
General Manager - 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 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:

Thomas F Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
General Manager - President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
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

Stacy Strawbridge

By _____
President/General Manager

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 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:

SOUTHLAND 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 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

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:

Thomas E Wolfe

SOUTHLAND 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 SOUTHLAND TELEPHONE COMPANY, a corporation under the laws of the State of Alabama, herein called Southland, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

II. SOUTHLAND EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

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

V. BASIS OF COMPENSATION

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

VI. DEFAULTS OR VIOLATIONS

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

VII. TERM OF ANNEX

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

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

Witness:

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

EXHIBIT A
BASIS OF COMPENSATION

Effective: January 1, 1988

This Exhibit A is attached to and made a part of ANNEX XXVIII, INTRASTATE INTRALATA/INTRA-MARKET AREA INTEREXCHANGE PRIVATE LINE SERVICES, dated January 1, 1988, between 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 Eldred

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

Dorothy 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 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:

SOUTHLAND 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 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

ANNEX XXIX

ATTACHMENT 1
TO
EXHIBIT A
BUSY HOUR MINUTES OF CAPACITY

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

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

I. For Southland payments to Southern Bell:

LATA	WIRE CENTER CLLI	BHMOC's TERM (MTS/WATS)	ORIG (800)	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)	ORIG (800)	TOTAL
Pensacola	MOLNFLXA	164	2	166

Executed the 4th day of November , 1988.

Witness:

Thomas F. Wolfe

SOUTHLAND TELEPHONE COMPANY

By _____
President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000400

SUPPLEMENT NO. 9
TO
BASIC AGREEMENT
REVISED
EXHIBIT C

POINTS OF CONNECTION

Effective September 1, 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 herein called "BellSouth", and UNITED TELEPHONE COMPANY OF FLORIDA, herein called "United".

This Supplement is issued to update points-of-connection between the companies.

	Latitude/ Longitude/	Vertical Horizontal
1. A point at the boundary between United's exchange of Winter Garden and BellSouth's exchange of Orlando.	28° 32' 52" 81° 31' 47"	7968 1058
2. A point at the boundary between BellSouth's exchange of Orlando and United's exchange of Winter Park.	28° 34' 55" 81° 22' 10"	7946 1035
3. A point at the boundary between BellSouth's exchange of Sanford and United's exchange of Winter Park (Altamonte Springs).	28° 43' 36" 81° 20' 11"	7916 1045
4. A point at the boundary between United's exchange of Orange City and BellSouth's exchange of Debary.	28° 54' 10" 81° 18' 18"	7879 1060
5. A point at the boundary between United's exchange of Orange City (Deltona Lakes) and BellSouth's exchange of Deltona.	28° 54' 10" 81° 13' 41"	7872 1047

	Latitude/ Longitude/	Vertical Horizontal
6. A point at the boundary between United's exchange of Winter Park (Goldenrod) and BellSouth's exchange of Orlando (Azalea Park) located at the intersection of Liverpool Blvd. and SR 551 in Goldenrod.	28° 34' 31" 81° 17' 11"	7939 1021
7. A point at the boundary between United's exchange of Williston and BellSouth's exchange of Bronson.	29° 24' 57" 82° 33' 25"	7906 1322
8. A point of connection in United's manhole located at the intersection of SR 491 and Murray Street in Beverly Hills.	28° 55' 39" 82° 27' 28"	7989 1253
9. A point of connection at BellSouth's Montbrook T-Carrier site located on US 41 3433 feet north of Highway 326 in United's exchange of Williston.	29° 17' 36" 82° 26' 48"	7919 1291
10. A point in United's Homosassa Springs central office located at 4465 South Suncoast Blvd.	28° 47' 48" 82° 34' 29"	8024 1258

	Latitude/ Longitude/	Vertical Horizontal
11. A point at the boundary between United's exchange of Ocala and ALLTEL Florida Inc.'s exchange of Citra, connecting to facilities leased by BellSouth.	29° 21' 09" 82° 08' 38"	7878 1247

Executed this 16th day of September , 1992 .

Witness:

Doris A. Burkman

UNITED TELEPHONE COMPANY OF FLORIDA

By _____
Vice President-Administration

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistant Vice President

SUPPLEMENT NO. 8
TO
BASIC AGREEMENT
REVISED EXHIBIT A
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Effective December 4, 1992

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 UNITED TELEPHONE COMPANY OF FLORIDA.

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		NAME
Annex I	-	Intrastate IntraLATA/Intra-Market Toll Services
Annex III	-	Intrastate Jointly Provided Access Services Revenues Distribution
Annex IV	-	Interstate Jointly Provided Access Services Revenues Distribution
Annex V	-	Extended Area Service
Annex VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
Annex X	-	IntraLATA Joint Provisioning
Annex XI	-	Accounting Services
Annex XIV	-	E911 Service
Annex XV	-	Access Service Provisioning
Annex XVII	-	Secondary Directory Assistance

Annex XIX	-	Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
Annex XXI	-	E911 Data Base Services Agreement
Annex XXIV	-	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
Annex XXV	-	IntraLATA Interexchange Facilities Lease
Annex XXVI	-	Derived Channel Alarm Transport Service
Annex XXVIII	-	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
Annex XXIX	-	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
Annex XXXI	-	Common Channel Signaling System 7 Interconnection

Executed this 4th day of December, 1992.

Witness:

Doris A. Brenkman

UNITED TELEPHONE COMPANY OF FLORIDA

By _____
Vice President - Administration

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistance Vice President

SUPPLEMENT NO. 7
TO
BASIC AGREEMENT
REVISED EXHIBIT A
ANNEX TABLE OF CONTENTS

Effective December 4, 1992

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 UNITED TELEPHONE COMPANY OF FLORIDA.

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		NAME
Annex I	-	Intrastate IntraLATA/Intra-Market Toll Services
Annex III	-	Intrastate Jointly Provided Access Services Revenues Distribution
Annex IV	-	Interstate Jointly Provided Access Services Revenues Distribution
Annex V	-	Extended Area Service
Annex VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
Annex VIII	-	Domestic Public Land Mobile Radiotelephone Roamer Service
Annex X	-	IntraLATA Joint Provisioning
Annex XI	-	Accounting Services
Annex XIV	-	E911 Service
Annex XV	-	Access Service Provisioning
Annex XVII	-	Secondary Directory Assistance

Annex XIX	-	Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
Annex XXI	-	E911 Data Base Services Agreement
Annex XXIV	-	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services
Annex XXV	-	IntraLATA Interexchange Facilities Lease
Annex XXVI	-	Derived Channel Alarm Transport Service
Annex XXVIII	-	Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services
Annex XXIX	-	Modified Access-Based Compensation for Intrastate IntraLATA Toll Services
Annex XXXI	-	Common Channel Signaling System 7 Interconnection

Executed this 4th day of December, 1992.

Witness:

Doris A. Brinkman

UNITED TELEPHONE COMPANY OF FLORIDA

By _____
Vice President Administration

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.

By _____
Assistance Vice President

SUPPLEMENT NO. 6
TO
BASIC AGREEMENT
REVISED
EXHIBIT C

POINTS OF CONNECTION

Effective February 1, 1991

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

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

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

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

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

Executed this 22nd day of October , 1991 .

Witness:

Doris A. Bateman

UNITED TELEPHONE COMPANY
OF FLORIDA

By _____
Vice President-Administration
and Marketing

Witness:

Carmen Woodbury

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

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

Effective: April 7, 1989

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

This Supplement is issued to recognize the addition of Annexes XXI, XXV, XXVI, XXVIII and XXIX, and is made effective upon execution.

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

ANNEX		NAME
Annex I	-	Intrastate IntraLATA/Intra-Market Toll Services
Annex III	-	Intrastate Jointly Provided Access Services Revenues Distribution
Annex IV	-	Interstate Jointly Provided Access Services Revenues Distribution
Annex V	-	Extended Area Service
Annex VII	-	IntraLATA/Intra-Market Area Foreign Exchange Service
Annex VIII	-	Domestic Public Land Mobile Radiotelephone Roamer Service
Annex X	-	Intralata Joint Provisioning
Annex XI	-	Accounting Services
Annex XIV	-	E911 Service
Annex XV	-	Access Service Provisioning
Annex XVII	-	Secondary Directory Assistance
Annex XIX	-	Distribution of Interstate Revenue and Usage Information for Feature Group A Access Services
Annex XXI	-	E911 Data Base Services Agreement
Annex XXIV	-	Distribution of Intrastate Revenue and Usage Information for Feature Group A Access Services

Annex XXV - IntraLATA Interexchange Facilities Lease

Annex XXVI - Derived Channel Alarm Transport Service

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

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

Executed this 7th day of April , 1989 .

Witness:

Christine A. Burdakos

UNITED TELEPHONE COMPANY OF FLORIDA

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

FORM APPROVED

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By W C Garff
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 UNITED TELEPHONE COMPANY OF FLORIDA.

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

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

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

3. The BELL COMPANY means Southern Bell Telephone and Telegraph Company which is sometimes also referred to as "Southern Bell", or as "Bell".

4. BOOK COSTS assignable to services covered by this Agreement are the costs recorded on the books of the companies in Accounts 2001, 2002, 2003, 2004, 1220 and 14021100 (Class B) minus the amounts recorded in Accounts 3100, 3500, 4100, and 4340. In addition, book costs will include amounts in Account 2005 to the extent such costs are agreed to by both parties.

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

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

7. COMPANY means the Bell Company or the United Company or both, as the context shall require.

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

9. EXCHANGE ACCESS FACILITIES are those facilities used in the origination or termination of Interstate and Intrastate telecommunications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. MARKET AREA means a geographic area encompassing one or more local exchange areas within which the United Company may provide interexchange telecommunication services.

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

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

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

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

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

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

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

36. PARTY means the Bell company or the United Company or both, as the context shall require.

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

38. POINT OF INTERFACE (POI) means the physical connection at the demarcation point between the facilities used in providing access service and the facilities used in providing interLATA/inter-Market Area service. The POI establishes the operational responsibilities of a carrier providing inter-exchange service and a carrier providing access service.

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

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

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

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

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

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

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

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

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

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

49. TRANSPORT means the facility from an end office to an interexchange carrier's Point of Interface.

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

51. The UNITED COMPANY means United Telephone Company of Florida which is sometimes also referred to as "United".

Executed this 5th day of April 1989 .

WITNESS:

Christine A. Burdakos

UNITED TELEPHONE COMPANY OF FLORIDA

R E King (for)

By Randy W. Osler
Vice President
Administration

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

0000418

By W C Smith
Assistant Vice President

SUPPLEMENT NO. 2
TO
BASIC AGREEMENT
REVISED
EXHIBIT C

POINTS OF CONNECTION

Effective December 28, 1988

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

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

		Latitude/ Longitude/	Vertical/ Horizontal
1.	Midpoint between United Telephone's microwave tower at Winter Garden and the Bell Company's microwave tower at Orlando.	28 33' 15" 81 28' 52"	7962 1050
2.	A point or points at the boundary between United Telephone's exchange of Winter Garden and the Bell Company's exchange at Orlando.	28 32' 52" 81 31' 47"	7968 1058
3.	A point or points at the boundary between United Telephone's exchange of Apopka and the Bell Company's exchange at Orlando.	28 37' 31" 81 28' 50"	7949 1058
4.	A point or points at the boundary between Bell Company's exchange of Orlando and the United Telephone exchange at Winter Park.	28 34' 55" 81 22' 10"	7946 1035
5.	A point or points at the boundary between Bell Company's exchange of Sanford and the United Telephone exchange at Winter Park (Altamonte Springs).	28 43' 36" 81 20" 11"	7916 1045
6.	A point or points at the boundary between Bell Company's exchange of Deland and the United Telephone exchange at Orange City.	28 58' 37" 81 17' 58"	7865 1067
7.	A point or points at the boundary between United Telephone's exchange of Orange City and the Bell Company's exchange at Debary.	28 54' 16" 81 18' 18"	7879 1060
8.	A point or points at the boundary between United Telephone's exchange of Orange City (Deltona Lakes) and the Bell Company's exchange of Deltona.	28 54' 10" 81 13' 41"	7872 1047

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

Executed this 8th day of February , 1989 .

Witness:

Christine A. Burbakos

UNITED TELEPHONE COMPANY OF FLORIDA

R. W. Osler
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Assistant Vice President

SUPPLEMENT NO. 5
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective July 1, 1990

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

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

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

Executed this 7th day of June , 1990.

Witness:

UNITED TELEPHONE COMPANY
OF FLORIDA

By _____
Vice President-Administration
and Marketing

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

Dorothy Bennett

By _____
Assistant Vice President

SUPPLEMENT NO. 4
TO
ANNEX III

INTRASTATE JOINT ACCESS REVENUE DISTRIBUTION

Effective March 28, 1990

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

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

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

III. COMPENSATION

B. Special Access

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

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

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

I. JOINT TRANSPORT

B. Special Access

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

Executed this 7th day of March , 1990.

WITNESS:

UNITED TELEPHONE COMPANY OF FLORIDA

By R. E. King (for)
Vice President - Administration

WITNESS:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By
Assistant Vice President

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

AMENDMENT

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

I. PURPOSE

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

II. STANDARDS

Beginning January 1, 1990, the parties to this Amendment agree to abide by the terms and conditions contained in the Multiple Exchange Carrier Access Billing Standards (MECABS) and the Multiple Exchange Carrier Ordering and Design Standards (MECODS) documents. Prior to January 1, 1990 mutually agreed standards will be used.

III. COMPENSATION

The following procedures shall apply for the remittance of revenues derived from the joint provisioning of intrastate joint access services to access customers for Feature Group D Access Service to the involved companies.

A. Switched Access

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

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

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

IV. PROVISIONING

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

V. COLLECTION PRACTICES AND LEGAL RECOURSE

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

VI. TERMS

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

Executed this 5th day of June, 1989.

Witness:

Christine A. Burdakos

UNITED TELEPHONE COMPANY
OF FLORIDA

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

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 UNITED TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. JOINT TRANSPORT

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

A. Switched Access

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

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, 1989.

Witness:

Christine A. Burdatos

UNITED TELEPHONE COMPANY OF FLORIDA

By R E Kunig (for) Randy W. Osler
Vice President - Administration

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 UNITED TELEPHONE COMPANY OF FLORIDA, a corporation under the laws of the State of Florida, herein called United, sets forth the terms and conditions regarding the provision of IntraLATA/Intra-Market Area Interexchange Private Line Services.

I. TRAFFIC COVERED BY THIS ANNEX

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

II. UNITED EXCHANGES

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

III. PHYSICAL CONNECTION

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

IV. MONTHLY COMPENSATION

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

V. BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit A attached hereto and made a part hereof.

VI. DEFAULTS OR VIOLATIONS

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

VII. TERM OF ANNEX

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

IN WITNESS WHEREOF, the parties have caused this Annex to be signed by their duly authorized officers this 5th day of April, 1989.

Witness:

UNITED TELEPHONE COMPANY
OF FLORIDA

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

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

I. METHOD OF COMPENSATION

A. United and Southern Bell shall receive on a monthly basis as its share of revenues from the Intrastate IntraLATA/Intra-Market Area Interexchange Private Line Services revenue pool an amount equal to:

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

2. An amount to give United and Southern Bell the same compensation ratio (return) on the average net book costs of its property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services as the achieved return on the average statewide Private Line pool's net book costs of property devoted to Intrastate IntraLATA/Intra-Market Area Interexchange Private Line services; less

3. The Intrastate IntraLATA/Intra-Market Area Interexchange Private Line portion of the interest charged construction of their company.

B. No later than three (3) working days prior to the end of the current month, United will furnish Southern Bell:

1. Preliminary estimates of Intrastate IntraLATA/Intra-Market Area Interexchange Private Line billed revenues and compensation for the current month;

2. Revision of the first prior month's estimate of billed revenues and compensation including computations;

3. Final Report - Detail of the second prior month's billed revenues and final compensation; and

4. Statements reflecting the net effect of 1, 2, and 3 above.

C. Each month Southern Bell will furnish to United:

1. A preliminary compensation ratio, if applicable, no later than four (4) working days before the close of the data month;

2. A revised preliminary compensation ratio, if applicable, no later than ten (10) working days after the close of the data month; and

3. A final compensation ratio no later than fifty (50) calendar days after the close of the data month being finalized.

D. Compensation (calculated in accordance with A, B, and C above) from one party to the other shall be made monthly. Such payments shall be in full settlement of obligations of the parties to each other.

E. In order for compensation between and booking by the parties to be timely and accurate, revenue, investment, expense, compensation ratio (return) and tax data must be expeditiously exchanged by the particpants. Therefore, each party agrees to furnish to the other on mutually agreeable schedules monthly, quarterly and annual data and/or forecasts including but not limited to investment (primary account), expense (account), tax items, billing units, and compensation ratio (return).

F. Uncollectible revenues, as defined in Exhibit B to the Basic Agreement, which exceed 2% of gross billed revenues for the study period will be the responsibility of the billing company.

II. SETTLEMENT STUDY PROCEDURES

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

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

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

III. MONTHLY SETTLEMENT STUDY PROCEDURES

A. Monthly studies will be prepared in a manner consistent with applicable provisions of United's Separations and Settlements practice and Southern Bell's separation procedures.

B. These practices and procedures cover the details of preliminary, revised and final monthly study preparation including scheduling and provision of all basic investment and expense separations studies.

IV. SYSTEM OF ACCOUNTS

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

V. STATE REGULATORY MATTERS

From time to time, the Florida Public Service Commission (FPSC), after due process, may issue orders relating to generic matters that direct all or certain Florida telephone companies to make changes that affect IntraLATA/Intra-Market Area investment, revenue, expense, or tax items. Compensation between United and Southern Bell reflecting such changes shall be effective prospectively or at a date mutually agreed upon between the Companies, unless otherwise ordered by the FPSC.

Executed this 5th day of April , 1989 .

Witness:

UNITED TELEPHONE COMPANY
OF FLORIDA

By Randy W. Dolan
Vice President

Witness:

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Dorothy Bennett

By
Assistant Vice President

SUPPLEMENT NO. 2
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective October 1, 1992

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

This Supplement is issued to revise BHMOC quantities.

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

I. For United payments to BellSouth:

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

I. For United payments to BellSouth (cont.):

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

II. For BellSouth payments to United:

LATA	WIRE CENTER CLLI	BHMOCs
Gainesville	ASTRFLXA	11
	BLVWFLXA	204
	BSHNFLXA	282
	BVHLFLXA	274
	CHSWFLXA	123
	CLMTFLXA	75
	CRRVFLXA	699
	DDCYFLXA	303
	ESTSFLXA	121
	GVLDFLXA	34
	HMSPFLXA	401
	HOWYFLXA	14
	INVRFLXA	1069
	LDLKFLXA	78
	LSBGFLXA	318
	MTDRFLXA	110

II. For BellSouth payments to United (cont.):

LATA	WIRE CENTER CLLI		BHMOCs
Gainesville	OCALFLXA		1496
	OCALFLXB		431
	OCALFLXC		149
	OCALFLXJ		50
	OCNFFLXA		62
	OKLWFLXA		51
	SNANFLXA		85
	SSPRFLXA		21
	SVSPFLXA		129
	SVSSFLXA		94
	TLCHFLXA		213
	TVRSFLXA		90
	UMTLFLXA		48
	WLSTFLXA		674
	WLWDFLXA		109
		Total	7818
Orlando	ALSPFLXA		1131
	APPKFLXA		1128
	CSLBFLXA		437
	GLRDFLXA		942
	KNVLFLXA		47
	KSSMFLXA		6117
	KSSMFLXB		1088
	KSSMFLXC		185
	KSSMFLXD		1384
	LKBRFLXA		756
	LKHLFLXA		117
	MTLDFLXA		251
	MTVRFLXA		27
	ORCYFLXA		672
	ORCYFLXC		1301

II. For BellSouth payments to United (Cont.):

LATA	WIRE CENTER CLLI	BHMOCs
Orlando	STCDFLXA	2821
	WNDRFLXA	160
	WNGRFLXA	635
	WNPKFLXA	867
	Total	20066
	Total all LATAs	27884

Executed this 13th day of November , 1992.

Witness:

Mary Lou Hunt

UNITED TELEPHONE COMPANY OF FLORIDA

By _____
Vice President-Administration

Witness:

Dorothy Bennett

BELLSOUTH TELECOMMUNICATIONS, INC.
TELEGRAPH COMPANY

By _____
Assistant Vice President

SUPPLEMENT NO. 1
TO
ANNEX XXIX

REVISED ATTACHMENT 1
TO
EXHIBIT A

BUSY HOUR MINUTES OF CAPACITY

Effective November 1, 1990

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

This Supplement is issued to revise BHMOC quantities.

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

I. For United payments to Southern Bell:

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

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

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

II. For Southern Bell payments to United:

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

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

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

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

LATA	WIRE CENTER CLLI	BHMOCs
Orlando	STCDFLXA	1619
	WNDRFLXA	136
	WNGRFLXA	349
	WNPKFLXA	791
	Total	15297
	Total all LATAs	23083

Executed this 1st day of October , 1990.

Witness:

Mary Lou Hunt

FORM JMJ APPROVED

UNITED TELEPHONE COMPANY OF FLORIDA

By _____
Vice President-Administration and Marketing

Witness:

Dorothy 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 UNITED TELEPHONE COMPANY OF FLORIDA, a corporation organized under the laws of the State of Florida, (herein called "United"), sets forth the terms and conditions by which each company shall participate with the other in furnishing, within all or a portion of their service areas, Intrastate IntraLATA Toll Services over facilities provided by each company within its service area, and shall compensate the other for the provision of such services and facilities, as more specifically provided below.

I. SCOPE OF ANNEX

The purposes of this Annex are to:

A. Augment the compensation procedures outlined in each company's Florida Access Service Tariff, Section E16, as approved by the Florida Public Service Commission; and

B. To specify the facilities and methods used to jointly provide Intrastate IntraLATA Toll Services.

II. SERVICES COVERED BY THIS ANNEX

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

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

III. PROVISION OF SERVICE

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

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

IV. ROUTING OF TRAFFIC

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

V. TRAFFIC RECORDING, IDENTIFICATION AND OPERATING FUNCTIONS

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

VI. COMPENSATION

A. The amounts to be received by the respective companies for facilities furnished and services provided under this Annex will be determined as provided for in the Florida Access Service Tariff, Section E16, of each company.

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

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

VII. AVAILABILITY OF DATA

A. Each company will keep records of its transactions relating to the payment of Modified Access-Based Compensation (MABC) amounts in reasonably sufficient detail to permit the other party, by review or audit, to verify the accuracy and reasonableness of MABC payments. Each company agrees to cooperate in reviews or audits performed by or on behalf of the other party. Reviews or audits will normally be conducted no more than once annually unless mutually agreed to otherwise and shall be limited to the 12-month period immediately preceding the request. A written request for an on-site review or audit must be received 60 days in advance of the requested on-site review or audit dates. Within 15 days of the receipt of notice of the review or audit, the company to be reviewed or audited may, for good cause, postpone the commencement of the review or audit for a period not to exceed 60 days beyond the expiration of the 60 day notice period. If a company elects to postpone the commencement date, it shall advise the other company in writing, indicate the need for the postponement, and specify the revised date for commencement of the review or audit. The on-site reviews or audits shall normally last five business days unless mutually agreed to otherwise. The Parties agree to jointly review the findings of such reviews or audits in order to resolve any differences of opinion concerning the findings thereof. Each company will be given two, rather than one opportunity to review the other company's 1988 data. All reviews of 1988 data must be completed prior to July 1, 1989.

B. Each company agrees to provide the other company with its pertinent Florida Access Tariff including all updates and changes thereto.

VIII. TERM

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

IN WITNESS WHEREOF, the companies have caused this Annex to be signed by their duly authorized officers on this 7th day of April, 1989.

Witness:

Christine A. Burdaloo

UNITED TELEPHONE COMPANY OF FLORIDA

R C King (for)

By Randy W. Osler
Vice President

Witness:

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

VP

0000445

ANNEX XXIX
MODIFIED ACCESS BASED COMPENSATION

EXHIBIT A
BASIS OF COMPENSATION

Effective January 1, 1988

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

I. METHOD OF COMPENSATION

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

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

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

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

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

II. TARIFF STRUCTURES AND RATES

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

III. DATA REPORTING

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

IV. FACTORS USED TO DERIVE ORIGINATING ACCESS MINUTES

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

V. JOINTLY PROVIDED TRANSPORT

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

VI. BUSY HOUR MINUTE OF CAPACITY (BHMOC)

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

Approved and executed this 7th day of April , 1989.

Witness:

Christine A. Burbakos

UNITED TELEPHONE COMPANY OF FLORIDA

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

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W. C. Gantt
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 UNITED TELEPHONE COMPANY OF FLORIDA and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

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

I. For United payments to Southern Bell:

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

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

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

II. For Southern Bell payments to United:

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

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

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

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

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

Executed the 7th day of April , 19 89.

Witness:

Christine A. Burdalos

UNITED TELEPHONE COMPANY OF FLORIDA

R. E. King (for)

By Randy W. Osler
Vice President

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By W C Jarrett
Assistant Vice President

SUPPLEMENT NO. 4
TO
BASIC AGREEMENT

REVISED EXHIBIT C
POINTS OF CONNECTION AND ROUTING

Effective July 1, 1988

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

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

VISTA EXCHANGE(S)	OPERATOR ACCESS CENTER	SOUTHERN BELL LATA	POINT OF CONNECTION V/H COORD.	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 F. Schumacher

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

Dorothy Bennett

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000453

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. 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:

Dorothy Bennett

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By _____
Assistant Vice President

0000462

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:

VISTA-UNITED TELECOMMUNICATIONS

By _____
General Manager

Witness:

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By _____
Assistant Vice President

F2

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 , 19XX1989.

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. 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:

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

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 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:

Alfred B. Hall

VISTA-UNITED TELECOMMUNICATIONS

By _____
~~General Manager~~
Director

Witness:

Carmen Woodbury

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]
Name/Title

12/16/90.
Date

SOUTHERN BELL

[signature] Operations Manager
Name/Title

11/15/90
Date

0000474

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

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

0000476

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 , 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
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
	EGLLFL8G	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)	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