GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Duane Bronson
Manager
Blanchard Telephone Association, Inc.
425 Main St., Box 67
Blanchard, MI 49310

Dear Duane:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Blanchard Telephone Association, Inc., herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 11th day of Oct., 1993.

GTE NORTH INCORPORATED

By Hal R. Hively

Regional Director External Affairs

BLANCHARD TELEPHONE ASSOCIATION, INC.

By Duane Bronson

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Blanchard Telephone Association Inc., herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Blanchard	X			X	

CANCELLED ALARM SERVICE 1-31-95

Agreed to and approved this 11TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brickner

Manager-Exchange Carrier Operations

BLANCHARD TELEPHONE ASSOC. INC.

By Duane Bronson

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Blanchard Telephone Association, Inc., herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 11TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brichner

Manager-Exchange Carrier Operations

BLANCHARD TELEPHONE ASSOCIATION, INC.

By Duane Bronson

BLANCHARD TELEPHONE ASSOCIATION, INC.
425 MAIN STREET, P.O. BOX 67 • PHONE (517) 561-9930
BLANCHARD, MICHIGAN 49310

Charlie,
Call out list
information!
DB

January 23, 1995

Mr. Jerry Birchmeier
GTE Telephone Operations North
455 East Ellis Road
P.O. Box 149 GDARA
Muskegon, MI 49443-0149

Dear Jerry:

Please find enclosed the information that you have requested with the necessary changes.

Due to continued problems with your alarm reporting service, please cancel our service effective with the next billing period. On January 21, 1995 at 1:29 AM we had yet another major alarm that was never reported to us. This is the second time this month that we had an alarm that we were never called out on. We can not continue to pay for a service that we do not benefit from; therefore, we will be using a different alarm reporting service. We feel that we should not be charged for this month, as your company's failure to provide service we were promised, was not rendered.

If you have any questions feel free to give me a call at (517) 561-9931.

Sincerely,

Duane Bronson

Duane Bronson
Manager

Attachment

FIRST AMENDMENT TO THE
EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Blanchard Telephone Association, Inc.

WHEREAS, GTE and Blanchard Telephone Association, Inc. are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Blanchard Telephone Association, Inc. Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Blanchard Telephone Association, Inc., hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 20 day of January 1998.

GTE NORTH INCORPORATED	BLANCHARD TELEPHONE ASSOCIATION, INC.
By: J J Birchmeier	By: Duane Bronson
Printed: J. J. BIRCHMEIER	Printed: Duane Bronson
Title: MANAGER-INDUSTRY AFFAIRS	Title: Manager
Date: 1/14/98	Date: 1/20/98

GTEN-SEC
OPERATOR SERVICES AGREEMENT

ANNEX IIA

This is the GTEN-SEC Operator Services Agreement between GTE North Incorporated herein after called (GTEN) and Blanchard Telephone Association, Inc., herein called the Secondary Exchange Carrier (SEC). This Agreement is established as Annex IIA to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Agreement is January 1, 1998

I. SCOPE OF AGREEMENT

A. This Agreement covers the provision of automatic Local and IntraLATA Toll Operator Services (Operator Services) for the SEC either provided directly by or as arranged by GTEN. Operator Services covered by this Agreement include the use by GTEN or its designee of supporting operator centers and operator facilities.

1. Operator Services are charged to the SEC based on the quantity of SEC's access lines served.

B. Operator Services include but are not limited to:

1. Billing Arrangements for Message Telephone Service

a. Hotel Paid Service
b. Coin Paid Service
c. Collect Service
d. Third Number Billing service
e. Calling Card and Enterprise Service
f. ONI

2. Special Operator Handling for IntraLATA Message Telelphone Service

a. Person-to-Person Service
b. Operator Conference Service
c. Operator Marine Radio Service
d. Time and Charge Quotation Service

3. Customer Assistance

   a. Dialing Instructions
   b. Local and IntraLATA Toll Dialing Assistance
   c. Emergency Call Handling
   d. Rate Information
   e. Credit and Coin Refund Requests
   f. Called Number Verification

C. Any or all of the following operator facilities may be used or contracted to be used to provide or support Operator Services received by the SEC pursuant to this Agreement.

1. Traffic Operator Position System (TOPS)

   The Traffic Operator Position System is a stored program control system that is used to provide Operator Services to telephone subscribers.

2. Centralized Automatic Message Accounting-Operator Number Identification (CAMA-ONI)

   CAMA-0NI service from ONI Switchboards utilize an operator request the calling number identification for customer 1 + DDD calls when the CARA system is unable to automatically do so. The calling number is then keyed in for billing. This process is known as Operator Number Identification (ONI).

3. Operations Service Centers

   The centers which provide and/or support the provision of Operator Services for the contracting SEC and may include:

   DBAC - Data Base Administration Center
   HOBIC - Hotel Billing Information Center
   OSC - Operator Service Center (Operator Office)
   OSFC - Operator Service Facilities Administration Center
   RRIC - Rate & Route Information Center
   SCC - Switching Control Center

4. Operations Support Systems

   Computer facilities used to support the Operator Services provided to the contracting SEC may include:

   ACTS - Automatic Coin Telephone Service
   BVA - Billing Validation Application
   DBAS - Data Base Administration System
   HOBIS - Hotel Billing Information System
   RRIS - Rate & Route Information System

II. BILLING METHODOLOGY

The SEC's will pay GTE North for the services and facilities used in furnishing the Operator Services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit B, attached hereto and made a part thereof.

For purposes of settlement, the number of working access lines of the SEC's exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in the computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of access lines shall be used in computation of settlement for that year.

III. RESPONSIBILITY OF PARTIES

A. Operator Services

1. The SEC contracts with GTEN for the direct or subcontracted for provision of Operator Services provided to its customers that are served by the SEC's local dial offices listed on Exhibit A attached hereto.

2. GTEN agrees that Operator Services will be provided in accordance with the operating standards generally in effect for the operator offices.

3. Where provided by another company, GTEN will arrange for the operating company to provide and maintain the equipment at the operator office necessary to perform the Operator Services.

4. The SEC will provide and maintain the equipment at its office(s) necessary to permit GTEN or operating company to perform the Operator Services in accordance with the equipment operations and traffic operating procedures which are generally in effect in the operator office performing the Operator Services.

5. The SEC will furnish GTEN, 45 days in advance of the day when Operator Services are undertaken, all information required for establishing records necessary for furnishing the agreed upon services. In addition, the SEC will inform GTEN promptly, and in writing, of any necessary changes, additions or deletions to be made in such records. Where GTEN has subcontracted for the provision of Operator Services for the SEC, GTEN will make such information available to the subcontractor immediately upon its receipt from the SEC.

B. Changes in Operator Service Arrangement

1. The SEC must request any changes in Operator Services in writing at least 120 days prior to the requested effective date.

2. GTEN may not unreasonably refuse to make the requested Operator Service changes. If GTEN refuses to make the requested changes in Operator Services, it must specify its reasons in writing within 60 days of receipt of the written request from the SEC. If GTEN agrees to make the requested changes in contracted services, it shall propose methods and procedures and provide estimates of the cost and completion date to the SEC within 60 days of receiving the request for changes in contracted services.

3. The SEC shall have 30 days to accept or reject in writing the GTEN proposal. If the proposal is accepted, GTEN shall arrange to make the changes and SEC shall pay all related costs.

IV. TERM OF AGREEMENT

This contract will become effective on the date specified and will continue in effect thereafter, until terminated by either party with 18 months prior written notice or in less than 18 months if mutually agreed upon by the parties to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on their behalf this 2nd day of January, 1998.

GTE NORTH INCORPORATED

By [signature]
for State Director-External Affairs

BLANCHARD TELEPHONE ASSOCIATION, INC.

By Duane Bronson
Manager

TRUNKING ENTITY SERVING ARRANGEMENT

Attached to and made a part of the GTEN Operator Services Agreement between GTE North Incorporated (GTEN) and Blanchard Telephone Association, Inc., herein called the Secondary Exchange Carrier (SEC).

Effective January 1, 1998, GTEN will provide Operator Services to the following SEC exchanges.

SEC
EXCHANGE

Blanchard

Agreed to and approved this 2nd day of January, 1998.

GTE NORTH INCORPORATED

By J J Buchmeier
for State Director-Exchange Carrier

BLANCHARD TELEPHONE ASSOCIATION , INC.

By Duane Bronson
Manager

COST SCHEDULE

Attached to and made a part of the GTEN Operator Services Agreement between GTE North Incorporated (GTEN) and Blanchard Telephone Association, Inc., herein called the Secondary Exchange Carrier (SEC).

Effective January 1, 1998.

Contracted Services	Rate
A. Operator Services	$ .20 per access line per month.

Agreed to and approved this 2nd day of January, 1998.

GTE NORTH INCORPORATED

By J. J. Buchmann
for State Director-External Affairs

BLANCHARD TELEPHONE ASSOCIATION, INC.

By Duane Bronson
Manager

GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Tom Beltz
Manager
Bloomingdale Telephone Company
P.O. Box 187
Bloomingdale, MI 49026

Dear Tom:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J J Birchmeier

J. J Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

November 2, 1993

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Bloomingdale Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By Hal R. Shively

Regional Director External Affairs

BLOOMINGDALE TELEPHONE COMPANY

By

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Bloomingdale Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Bloomingdale	X			X	

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Buchmeier

Manager-Exchange Carrier Operations

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Bloomingdale Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Buchmeier

Manager-Exchange Carrier Operations

BLOOMINGDALE TELEPHONE COMPANY

By

FIRST AMENDMENT TO THE
EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Bloomingdale Telephone Company.

WHEREAS, GTE and Bloomingdale Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Bloomingdale Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Bloomingdale Telephone Company hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED	BLOOMINGDALE TELEPHONE COMPANY
By: J.J. Birchmeier	By: [signature]
Printed: J. J. BIRCHMEIER	Printed: Tom Beltz
Title: MANAGER-INDUSTRY AFFAIRS	Title: General Manager
Date: 1/14/98	Date: 1-18-98

GTEN-SEC
OPERATOR SERVICES AGREEMENT

ANNEX IIA

This is the GTEN-SEC Operator Services Agreement between GTE North Incorporated herein after called (GTEN) and Bloomingdale Telephone Company., herein called the Secondary Exchange Carrier (SEC). This Agreement is established as Annex IIA to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Agreement is January 1, 1998

I. SCOPE OF AGREEMENT

A. This Agreement covers the provision of automatic Local and IntraLATA Toll Operator Services (Operator Services) for the SEC either provided directly by or as arranged by GTEN. Operator Services covered by this Agreement include the use by GTEN or its designee of supporting operator centers and operator facilities.

1. Operator Services are charged to the SEC based on the quantity of SEC's access lines served.

B. Operator Services include but are not limited to:

1. Billing Arrangements for Message Telephone Service

a. Hotel Paid Service
b. Coin Paid Service
c. Collect Service
d. Third Number Billing service
e. Calling Card and Enterprise Service
f. ONI

2. Special Operator Handling for IntraLATA Message Telelphone Service

a. Person-to-Person Service
b. Operator Conference Service
c. Operator Marine Radio Service
d. Time and Charge Quotation Service

3. Customer Assistance

   a. Dialing Instructions
   b. Local and IntraLATA Toll Dialing Assistance
   c. Emergency Call Handling
   d. Rate Information
   e. Credit and Coin Refund Requests
   f. Called Number Verification

C. Any or all of the following operator facilities may be used or contracted to be used to provide or support Operator Services received by the SEC pursuant to this Agreement.

1. Traffic Operator Position System (TOPS)

   The Traffic Operator Position System is a stored program control system that is used to provide Operator Services to telephone subscribers.

2. Centralized Automatic Message Accounting-Operator Number Identification (CAMA-ONI)

   CAMA-0NI service from ONI Switchboards utilize an operator request the calling number identification for customer 1 + DDD calls when the CARA system is unable to automatically do so. The calling number is then keyed in for billing. This process is known as Operator Number Identification (ONI).

3. Operations Service Centers

   The centers which provide and/or support the provision of Operator Services for the contracting SEC and may include:

   DBAC - Data Base Administration Center
   HOBIC - Hotel Billing Information Center
   OSC - Operator Service Center (Operator Office)
   OSFC - Operator Service Facilities Administration Center
   RRIC - Rate & Route Information Center
   SCC - Switching Control Center

4. Operations Support Systems

   Computer facilities used to support the Operator Services provided to the contracting SEC may include:

   ACTS - Automatic Coin Telephone Service
   BVA - Billing Validation Application
   DBAS - Data Base Administration System
   HOBIS - Hotel Billing Information System
   RRIS - Rate & Route Information System

II. BILLING METHODOLOGY

The SEC's will pay GTE North for the services and facilities used in furnishing the Operator Services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit B, attached hereto and made a part thereof.

For purposes of settlement, the number of working access lines of the SEC's exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in the computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of access lines shall be used in computation of settlement for that year.

III. RESPONSIBILITY OF PARTIES

A. Operator Services

1. The SEC contracts with GTEN for the direct or subcontracted for provision of Operator Services provided to its customers that are served by the SEC's local dial offices listed on Exhibit A attached hereto.

2. GTEN agrees that Operator Services will be provided in accordance with the operating standards generally in effect for the operator offices.

3. Where provided by another company, GTEN will arrange for the operating company to provide and maintain the equipment at the operator office necessary to perform the Operator Services.

4. The SEC will provide and maintain the equipment at its office(s) necessary to permit GTEN or operating company to perform the Operator Services in accordance with the equipment operations and traffic operating procedures which are generally in effect in the operator office performing the Operator Services.

5. The SEC will furnish GTEN, 45 days in advance of the day when Operator Services are undertaken, all information required for establishing records necessary for furnishing the agreed upon services. In addition, the SEC will inform GTEN promptly, and in writing, of any necessary changes, additions or deletions to be made in such records. Where GTEN has subcontracted for the provision of Operator Services for the SEC, GTEN will make such information available to the subcontractor immediately upon its receipt from the SEC.

B. Changes in Operator Service Arrangement

1. The SEC must request any changes in Operator Services in writing at least 120 days prior to the requested effective date.

2. GTEN may not unreasonably refuse to make the requested Operator Service changes. If GTEN refuses to make the requested changes in Operator Services, it must specify its reasons in writing within 60 days of receipt of the written request from the SEC. If GTEN agrees to make the requested changes in contracted services, it shall propose methods and procedures and provide estimates of the cost and completion date to the SEC within 60 days of receiving the request for changes in contracted services.

3. The SEC shall have 30 days to accept or reject in writing the GTEN proposal. If the proposal is accepted, GTEN shall arrange to make the changes and SEC shall pay all related costs.

IV. TERM OF AGREEMENT

This contract will become effective on the date specified and will continue in effect thereafter, until terminated by either party with 18 months prior written notice or in less than 18 months if mutually agreed upon by the parties to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on their behalf this 2nd day of January, 1998.

GTE NORTH INCORPORATED	BLOOMINGDALE TELEPHONE COMPANY
By J J Swickmer for State Director-External Affairs	By________________

TRUNKING ENTITY SERVING ARRANGEMENT

Attached to and made a part of the GTEN Operator Services Agreement between GTE North Incorporated (GTEN) and Bloomingdale Telephone Company, herein called the Secondary Exchange Carrier (SEC).

Effective January 1, 1998, GTEN will provide Operator Services to the following SEC exchanges.

SEC
EXCHANGE

Bloomingdale

Agreed to and approved this 2nd day of January, 1998.

GTE NORTH INCORPORATED

By J J Aschmann
for State Director-Exchange Carrier

BLOOMINGDALE TELEPHONE COMPANY

By ____________________

January 1998
Annex IIA
Exhibit B
Page 1 of 1

COST SCHEDULE

Attached to and made a part of the GTEN Operator Services Agreement between GTE North Incorporated (GTEN) and Bloomingdale Telephone Company, herein called the Secondary Exchange Carrier (SEC).

Effective January 1, 1998.

Contracted Services	Rate
A. Operator Services	$ .20 per access line per month.

Agreed to and approved this 2nd day of January, 1998.

GTE NORTH INCORPORATED

By J J Brickmeier
State Director-External Affairs

BLOOMINGDALE TELEPHONE COMPANY

By

GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 11, 1993

Mr. Ken Vincent
Industry Relations Coordinator
Century Telephone Enterprises, Inc.
P.O. Box 4065
Monroe, LA 71211-4065

Dear Ken:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Century Telephone of Michigan Inc., herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 10th day of November, 1993.

GTE NORTH INCORPORATED

By Hal R. Howely

Regional Director External Affairs

CENTURY TELEPHONE OF MICHIGAN INC.

By Marvin C Cunningham Jr
Century Telephone Enterprises, Inc.
Vice President, Revenues & External Affairs

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services ANNEX between Century Telephone of Michigan Inc., herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Crystal				X	
Vickeryville				X	

Agreed to and approved this 10th day of November, 1993.

GTE NORTH INCORPORATED

By Hal R. Hursley

Manager-Exchange Carrier Operations

CENTURY TELEPHONE OF MICHIGAN INC.

By Marvin C Cunningham Jr
Century Telephone Enterprises, Inc.
Vice President, Revenues & External Affairs

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Century Telephone of Michigan Inc., herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

$.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 10th day of November, 1993.

GTE NORTH INCORPORATED

By J. J. Birchmeier

Manager-Exchange Carrier Operations

CENTURY TELEPHONE OF MICHIGAN INC.

By Marvin C Cunningham Jr.

Century Telephone Enterprises
Vice President, Revenues & External Affairs

FIRST AMENDMENT TO THE
EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Century Telephone of Michigan, Inc.

WHEREAS, GTE and Century Telephone of Michigan, Inc. are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Century Telephone of Michigan, Inc. Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Century Telephone of Michigan, Inc. hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (I) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 20 day of January 1998.

GTE NORTH INCORPORATED

By: Jerome J. Birchmeier

Printed: Jerome J. Birchmeier

Title: Manager-Industry Affairs

Date: 1/21/98

CENTURY TELEPHONE OF MICHIGAN, INC.

By: Mark B. Barr

Printed: Mark B. Barr

Title: Director Industry Relations/Federal Regulatory

Date: January 21, 1998

GJ0062

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of January, 1990, between CENTURY TELEPHONE OF MICHIGAN, INC., herein called the LOCAL EXCHANGE COMPANY and GTE NORTH INCORPORATED-MICHIGAN OPERATIONS, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Alma exchange herein referred to as the OPERATOR OFFICE for the Crystal and Vickeryville exchanges(s) of CENTURY TELEPHONE OF MICHIGAN, INC.

Assisting LOCAL EXCHANGE COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The LOCAL EXCHANGE COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the interexchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The LOCAL EXCHANGE COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of access lines of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of access lines shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the LOCAL EXCHANGE COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the LOCAL EXCHANGE COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The LOCAL EXCHANGE COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The LOCAL EXCHANGE COMPANY agrees to indemnify and hold harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the LOCAL EXCHANGE COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the LOCAL EXCHANGE COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the LOCAL EXCHANGE COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 4th day of February, 1990.

GTE North Incorporated
Michigan Operations

By J J Brichmeier
State Manager-
Exchange Carrier Operations

Century Telephone of Michigan, Inc.

By Marvin C Cunningham Jr.
Vice President-Revenues & External Affairs
Century Telephone Enterprises, Inc.

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of January 1, 1990, between Century Telephone of Michigan, Inc. and GTE NORTH INCORPORATED-MICHIGAN OPERATIONS.

This Exhibit A will be effective as of January 1, 1990.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on access lines) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

> Access lines are defined as business and residence access lines, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, access lines on temporary suspension of service arrangements and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	X	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05		Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.00	X	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.20		Monthly rate per access line.

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of access lines of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 4th day of February, 1990

GTE North Incorporated
Michigan Operations

By J. J. Buchanan
State Manager-
Exchange Carrier Operations

Century Telephone of Michigan, Inc.

By Marvin C. Cunningham
Vice President-Revenues & External Affairs
Century Telephone & Enterprises, Inc.

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Chapin Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is January 1, 1998.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555-1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555-1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

E. Directory connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B .

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 30TH day of December, 1997.

GTE NORTH INCORPORATED

By Jerome J. Buckmueller

for State Director-External Affairs

CHAPIN TELEPHONE COMPANY

By Sandra Surdock

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Chapin Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: January 1, 1998

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Chapin				X	

Agreed to and approved this 30TH day of December, 1997.

GTE NORTH INCORPORATED

By Jerome J. Brickner
for State Director-External Affairs

CHAPIN TELEPHONE COMPANY

By Sandra Surdock

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Chapin Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTENorth Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code I + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IR of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January lot of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 30 TH day of December, 1997.

GTE NORTH INCORPORATED

By Jerome J. Buchman
for State Director-External Affairs

CHAPIN TELEPHONE COMPANY

By Sondra Surdack

FIRST AMENDMENT TO THE
EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Chapin Telephone Company.

WHEREAS, GTE and Chapin Telephone Company are parties to that certain Exchange Services Annex dated January 1, 1998 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Chapin Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Chapin Telephone Company, hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED

By: J.J. Birchmeier

Printed: J.J. BIRCHMEIER

Title: MANAGER-INDUSTRY AFFAIRS

Date: 1/14/98

CHAPIN TELEPHONE COMPANY

By: Sandra Surdock

Printed: SANDRA SURDOCK

Title: Secretary / Co Manager

Date: 1-21-98

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 1974, between the FARMERS MUTUAL TELEPHONE COMPANY (CHAPIN) herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Owosso exchange herein referred to as the OPERATOR OFFICE for the Chapin exchange(s) of the FARMERS MUTUAL TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 29th day of April, 19 74.

GENERAL TELEPHONE COMPANY OF MICHIGAN	FARMERS MUTUAL TELEPHONE COMPANY
By H. H. [signature]	By Gale W. Somers [signature]
Director of Revenue Requirements	Secretary

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 19 74, between Farmers Mutual Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

> Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	X	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;
		Verify "no answer" and "busy" conditions;
		Handling emergency calls;
.05		Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	X	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05	X	Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.50		Monthly rate per main station

CEWilson √'d with Gale
AND HE SAID HE WAS GOING
WITHOUT ALARMS THIS YEAR
OUR OPER ALWAY PROVIDED
LIVE INTERCEPT
[illegible]
12-29-80

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 7 day of November, 1980

GENERAL TELEPHONE COMPANY OF MICHIGAN

By L. Marcil
Director of Business Relations

Farmers Mutual Telephone Co
(INDEPENDENT COMPANY)

By Gale W. Somers

GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road.
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Dave LaRocca
Manager
Deerfield Farmers' Telephone Company
141 Saline st.
Box 68
Petersburg, MI 49270

Dear Dave:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Deerfield Farmers' Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED	DEERFIELD FARMERS' TELEPHONE COMPANY
By Hal R. Hindy	By David LaRocca
Regional Director External Affairs	

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Deerfield Farmers' Telephone company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Deerfield				X	

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brickmeier
Manager-Exchange Carrier Operations

DEERFIELD FARMERS' TELEPHONE CO.

By David [illegible]

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Deerfield Farmers' Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brickmeier

Manager-Exchange Carrier Operations

DEERFIELD FARMERS' TELEPHONE COMPANY

By David LaRocca

FIRST AMENDMENT TO THE EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Deerfield Farmers' Telephone Company.

WHEREAS, GTE and Deerfield Farmers' Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Deerfield Farmers' Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Deerfield Farmers' Telephone Company hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED

By: J J Buchmueller

Printed: ____________

Title: ____________

Date: 1/14/98

DEERFIELD FARMERS' TELEPHONE COMPANY

By: David LaRocca

Printed: David La Rocca

Title: General Manager

Date: 1-19-98

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 19 74, between the DEERFIELD FARMER'S TELEPHONE COMPANY, herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Adrian exchange herein referred to as the OPERATOR OFFICE for the Deerfield exchange(s) of the DEERFIELD FARMER'S TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 29th day of April, 1974.

GENERAL TELEPHONE COMPANY OF MICHIGAN

By H.W. [signature]
Director of Revenue Requirements

DEERFIELD FARMER'S TELEPHONE COMPANY

By Larry Bausman
Manager

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 1974, between Deerfield Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

> Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	✓	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;
		Verify "no answer" and "busy" conditions;
		Handling emergency calls;
.05		Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	✓	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.45		Monthly rate per main station

Larry Said they have never. Sent alarms to Odrian 12-29-80 Lym

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 11 day of Nov, 1980

GENERAL TELEPHONE COMPANY OF MICHIGAN

Deerfield Farmers Tele. Co.
(INDEPENDENT COMPANY)

for By L. J. Marcil
Director of Business Relations

By Larry Bausman

GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Jeffrey P. Stommen
VP & General Manager
CC&S Telco, Inc.
Two North Plaza
P.O. Box 3005
Jackson, MI 49204-3005

Dear Jeff:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and CC&S Telco, Inc., herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. <u>TERM OF ANNEX</u>

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By Hal R. Huvely

Regional Director External Affairs

CC&S TELCO INC.

By Jeffrey P. Stevens

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between CC&S Telco Inc., herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Onsted				X	

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J.J. Brickmeier

Manager-Exchange Carrier Operations

CC&S TELCO, INC.

By Jeffrey P. Storm

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between CC&S Telco Inc., herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J. J. Brichmeier

Manager-Exchange Carrier Operations

CC&S TELCO INC.

By Jeffrey C. Stomm

FIRST AMENDMENT TO THE EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Frontier Communications of Michigan, Inc.

WHEREAS, GTE and Frontier Communications of Michigan, Inc. are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Frontier Communications of Michigan Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Frontier Communications of Michigan, Inc., hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED

By: J. J. Birchmeier

Printed: J. J. BIRCHMEIER

Title: MANAGER-INDUSTRY AFFAIRS

Date: 1/16/98

FRONTIER COMMUNICATIONS OF MICHIGAN, INC.

By: Jeffrey P. Stommen

Printed: Jeffrey P. Stommen

Title: General Mgr / V.P.

Date: 1/20/98

GTEN-SEC
OPERATOR SERVICES AGREEMENT

ANNEX IIA

This is the GTEN-SEC Operator Services Agreement between GTE North Incorporated herein after called (GTEN) and CC&S Telco, Inc., herein called the Secondary Exchange Carrier (SEC). This Agreement is established as Annex IIA to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Agreement is May 1, 1985.

I. SCOPE OF AGREEMENT

A. This Agreement covers the provision of automatic Local and IntraLATA Toll Operator Services (Operator Services) for the SEC either provided directly by or as arranged by GTEN. Operator Services covered by this Agreement include the use by GTEN or its designee of supporting operator centers and operator facilities.

1. Operator Services are charged to the SEC based on the quantity of SEC's access lines served.

B. Operator Services include but are not limited to:

1. Billing Arrangements for Message Telephone Service

a. Hotel Paid Service
b. Coin Paid Service
c. Collect Service
d. Third Number Billing Service
e. Calling Card and Enterprise Service
f. ONI

2. Special Operator Handling for IntraLATA Message Telephone Service

a. Person-to-Person Service
b. Operator Conference Service
c. Operator Marine Radio Service
d. Time and Charge Quotation Service

3. Customer Assistance

   a. Dialing Instructions
   b. Local and IntraLATA Toll Dialing Assistance
   c. Emergency Call Handling
   d. Rate Information
   e. Credit and Coin Refund Requests
   f. Called Number Verification

C. Any or all of the following operator facilities may be used or contracted to be used to provide or support Operator Services received by the SEC pursuant to this Agreement.

1. Traffic Operator Position System (TOPS)

   The Traffic Operator Position System is a stored program control system that is used to provide Operator Services to telephone subscribers.

2. Centralized Automatic Message Accounting-Operator Number Identification (CAMA-ONI)

   CAMA-ONI service from ONI Switchboards utilize an operator request the calling number identification for customer 1 + DDD calls when the CAMA system is unable to automatically do so. The calling number is then keyed in for billing. This process is known as Operator Number Identification (ONI).

3. Operations Service Centers

   The centers which provide and/or support the provision of Operator Services for the contracting SEC and may include:

   DBAC - Data Base Administration Center
   HOBIC - Hotel Billing Information Center
   OSC - Operator Service Center (Operator Office)
   OSFC - Operator Service Facilities Administration Center
   RRIC - Rate & Route Information Center
   SCC - Switching Control Center

4. Operations Support Systems

   Computer facilities used to support the Operator Services provided to the contracting SEC may include:

   ACTS - Automatic Coin Telephone Service
   BVA - Billing Validation Application
   DBAS - Data Base Administration System
   HOBIS - Hotel Billing Information System
   RRIS - Rate & Route Information System

II. BILLING METHODOLOGY

The SEC's will pay GTE North for the services and facilities used in furnishing the Operator Services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit B, attached hereto and made a part thereof.

For purposes of settlement, the number of working access lines of the SEC's exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in the computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of access lines shall be used in computation of settlement for that year.

III. RESPONSIBILITY OF PARTIES

A. Operator Services

1. The SEC contracts with GTEN for the direct or subcontracted for provision of Operator Services provided to its customers that are served by the SEC's local dial offices listed on Exhibit A attached hereto.

2. GTEN agrees that Operator Services will be provided in accordance with the operating standards generally in effect for the operator offices.

3. Where provided by another company, GTEN will arrange for the operating company to provide and maintain the equipment at the operator office necessary to perform the Operator Services.

4. The SEC will provide and maintain the equipment at its office(s) necessary to permit GTEN or operating company to perform the Operator Services in accordance with the equipment operations and traffic operating procedures which are generally in effect in the operator office performing the Operator Services.

5. The SEC will furnish GTEN, 45 days in advance of the day when Operator Services are undertaken, all information required for establishing records necessary for furnishing the agreed upon services. In addition, the SEC will inform GTEN promptly, and in writing, of any necessary changes, additions or deletions to be made in such records. Where GTEN has subcontracted for the provision of Operator Services for the SEC, GTEN will make such information available to the subcontractor immediately upon its receipt from the SEC.

B. Changes in Operator Serving Arrangement

1. The SEC must request any changes in Operator Services in writing at least 120 days prior to the requested effective date.

2. GTEN may not unreasonably refuse to make the requested Operator Service changes. If GTEN refuses to make the requested changes in Operator Services, it must specify its reasons in writing within 60 days of receipt of the written request from the SEC. If GTEN agrees to make the requested changes in contracted services, it shall propose methods and procedures and provide estimates of the cost and completion date to the SEC within 60 days of receiving the request for changes in contracted services.

3. The SEC shall have 30 days to accept or reject in writing the GTEN proposal. If the proposal is accepted, GTEN shall arrange to make the changes and SEC shall pay all related costs.

IV. TERM OF AGREEMENT

This contract will become effective on the date specified and will continue in effect thereafter, until terminated by either party with 18 months prior written notice or in less than 18 months if mutually agreed upon by the parties to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on their behalf this 6th day of April, 1992.

GTE NORTH INCORPORATED

By Hal R Hurdy
State Director-External Affairs

CC&S Telco, Inc.

By Jeffrey P. Stormer
V.P. & G.M

COST SCHEDULE

Attached to and made a part of the GTEN Operator Services Agreement between GTE North Incorporated (GTEN) and CC+S Telco, Inc. ____________, herein called the Secondary Exchange Carrier (SEC).

Effective May 1, 1985.

Contracted Services	Rate
A. Operator Services	$_.20 _per access line per month.

Agreed to and approved this 6TH day of April, 1992.

GTE NORTH INCORPORATED

By J. J. Birchmeier
Manager-Exchange Carrier Operations

CC&S Telco, Inc.

By Jeffrey P. Stamm
V.P. & G.M.

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 1974, between the MID-MICHIGAN TELEPHONE CORPORATION (ALLTEL) herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its See Exhibit B exchange herein referred to as the OPERATOR OFFICE for the See Exhibit B exchange(s) of the MID-MICHIGAN TELEPHONE CORPORATION.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph I above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 11th day of June, 1974.

GENERAL TELEPHONE COMPANY OF MICHIGAN	MID-MICHIGAN TELEPHONE CORPORATION
By [signature]	By [signature]
Director of Revenue Requirements	

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 19 74, between Mid-Michigan Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Cancelled alarm servic
Cancelled by Exchange Services agreement
Cew

Rate For Service	Service Provided	
.20	✓	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05	✓	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	✓	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.50		Monthly rate per main station

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 10 day of November, 1980

GENERAL TELEPHONE COMPANY OF MICHIGAN

MID MICHIGAN TEL CORP
(INDEPENDENT COMPANY)

for By L Marcil
Director of Business Relations

By Charles M Stark

EXHIBIT B

Attached to and made a part of the Operator Office Agreement effective as of June 1, 1974, between MID-MICHIGAN TELEPHONE CORP. and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit B will be effective as of June 1, 1978.

CDO Company Exchange	Basis of Settlement	Operator Company Operator Office
Burlington	2	Coldwater
Glenn	2	South Haven
Lacota	2	South Haven
Lawrence	2	South Haven
Pullman	2	South Haven
Tekonsha	2	Coldwater

Identified and Approved this 18 day of July, 1978.

GENERAL TELEPHONE COMPANY OF MICHIGAN

By [signature]
Director of Business Relations

MID-MICHIGAN TELEPHONE CORPORATION

By Clark M Stark
President

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Ms. Linda Corie
General Manager
Ogden Telephone Company
4726 E. Weston Road
Blissfield, MI 49228

Dear Linda:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Ogden Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By Hal R. Hrachy

Regional Director External Affairs

OGDEN TELEPHONE COMPANY

By Lynda K Corie

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Agreement between Ogden Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Ogden	~~X~~			X	

Remove alarm ckt option.
Retro back to Jan. 1, 1990
Ckw 6/13/94

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brickner
Manager-Exchange Carrier Operations

OGDEN TELEPHONE COMPANY

By Linda K Corri

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Ogden Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brichmeier

Manager-Exchange Carrier Operations

OGDEN TELEPHONE COMPANY

By Linda K Corie

FIRST AMENDMENT TO THE EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Ogden Telephone Company.

WHEREAS, GTE and Ogden Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Ogden Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Ogden Telephone Company hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED

By: J J Birchmeier

Printed: J. J. BIRCHMEIER

Title: MANAGER-INDUSTRY AFFAIRS

Date: 1/16/98

OGDEN TELEPHONE COMPANY

By: Linda K Corie

Printed: LINDA K CORIE

Title: Secretary-Treasurer

Date: 1-16-98

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 1974, between the OGDEN TELEPHONE COMPANY, herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Adrian exchange herein referred to as the OPERATOR OFFICE for the Ogden Center exchange(s) of the OGDEN TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 29th day of April, 1974.

GENERAL TELEPHONE COMPANY OF MICHIGAN	OGDEN TELEPHONE COMPANY
By H. H. [signature]	By G. E. Kummer [signature]
Director of Revenue Requirements	

Ogden Tel Co.

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 1974, between Odgen Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	✓	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05	✓	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	✓	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
50		Monthly rate per main station

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 11 day of November, 1980

GENERAL TELEPHONE COMPANY OF MICHIGAN

for By L. Marcil
Director of Business Relations

Ogden Telephone Co.
(INDEPENDENT COMPANY)

By Lloyd Valentine

389 Main Stations as of 12-1-80
Linda Corie

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Neil Pearcy
Plant Manager
Sand Creek Telephone Company
6231 Sand Creek Highway
Box 66
Sand Creek, MI 49279-0066

Dear Neil:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J J Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Sand Creek Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By Hal R. Howely

Regional Director External Affairs

SAND CREEK TELEPHONE COMPANY

By Neil Searcy

EXCHANGES AND SERVICES COVERED BY AGREEMENT

Attached to and made a part of the Exchange Services Agreement between Sand Creek Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph II of the Exchange Services Agreement for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

	Optional Services Performed			
SEC Exchange	Alarms	Intercept	Repair	Local Directory Assistance
Sand Creek				X

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brichmeller

Manager-Exchange Carrier Operations

SAND CREEK TELEPHONE COMPANY

By Neil Peary

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Sand Creek Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

   $.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brichmeier

Manager-Exchange Carrier Operations

SAND CREEK TELEPHONE COMPANY

By Neil Pearcy

FIRST AMENDMENT TO THE EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Sand Creek Telephone Company.

WHEREAS, GTE and Sand Creek Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Sand Creek Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Sand Creek Telephone Company, hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED	SAND CREEK TELEPHONE COMPANY
By: J J Birchmeier	By: Neil Pearcy
Printed: J. J. BIRCHMEIER	Printed: NEIL PEARCY
Title: MANAGER-INDUSTRY AFFAIRS	Title: OPERATING V.P.
Date: 1/14/98	Date: 1-19-98

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 1974, between the SAND CREEK TELEPHONE COMPANY, herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Adrian exchange herein referred to as the OPERATOR OFFICE for the Sand Creek exchange(s) of the SAND CREEK TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 29th day of April, 1974.

GENERAL TELEPHONE COMPANY OF MICHIGAN

By H. H. [signature]
Director of Revenue Requirements

SAND CREEK TELEPHONE COMPANY

By George W. [signature]
Secy-Treas.

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 1974, between Sand Creek Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	x	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05	x	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	x	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.50		Monthly rate per main station

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 6th day of November, 198?

GENERAL TELEPHONE COMPANY OF MICHIGAN

for By L. Marcil
Director of Business Relations

Sand Creek Telephone Co.
(INDEPENDENT COMPANY)

By George W. Kunze
Secretary

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 1974, between Sand Creek Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	X	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;
		Verify "no answer" and "busy" conditions;
		Handling emergency calls;
.05	X	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	X	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
~~.45~~ .50		Monthly rate per main station

12-29-80 Gary Foster Said Yes they want alarms & [illegible]

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Calvin Matthews
Vice President
Upper Peninsula Telephone Company
397 U.S. Hwy, 41 North
P.O. Box 397
Carney, MI 49812-0086

Dear Cal:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Upper Peninsula Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 8 day of October, 1993.

GTE NORTH INCORPORATED

By Hal R. Howley

Regional Director External Affairs

UPPER PENINSULA TELEPHONE COMPANY

By Calvin E. Matthews, Vice President

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Upper Peninsula Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Chester				X	
Grace Harbor				X	
Maninstee River				X	

Agreed to and approved this 8 day of October, 1993.

GTE NORTH INCORPORATED

By J J Birchmeier
Manager-Exchange Carrier Operations

UPPER PENINSULA TELEPHONE COMPANY

By Calvin E. Matthews, Vice President

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Upper Peninsula Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

$.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 8 day of October, 1993.

GTE NORTH INCORPORATED

By J J Brickner

Manager-Exchange Carrier Operations

UPPER PENINSULA TELEPHONE COMPANY

By Calvin E. Matthews, Vice President

FIRST AMENDMENT TO THE EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Upper Peninsula Telephone Company.

WHEREAS, GTE and Upper Peninsula Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Upper Peninsula Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Upper Peninsula Telephone Company, hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 19th day of January 1998.

GTE NORTH INCORPORATED

By: J J Birchmeier

Printed: J.J. BIRCHMEIER

Title: MANAGER-INDUSTRY AFFAIRS

Date: 1/14/98

UPPER PENINSULA TELEPHONE COMPANY

By: Calvin E. Matthews

Printed: Calvin E. Matthews

Title: Vice President

Date: January 19, 1998

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 5 day of November, 1979, between the DRUMMOND ISLAND TELEPHONE COMPANY, herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Alpena exchange herein referred to as the OPERATOR OFFICE for the See Exhibit B exchange(s) of the DRUMMOND ISLAND TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 23 day of October, 1979.

GENERAL TELEPHONE COMPANY OF MICHIGAN

By ____________________

Director of Business Relations

DRUMMOND ISLAND TELEPHONE CO.

By ____________________

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of November 5, 1979, between Drummond Island Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN. UPPER PENINSULA TEL. CO.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	XXXX	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05	XXXX	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20	-0-	Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	-0-	Providing directory assistance service to INDEPENDENT COMPANY customers, and
.05	-0-	Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.25		Monthly rate per main station

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 12th day of Npvember, 1980

GENERAL TELEPHONE COMPANY OF MICHIGAN

For By L Marcil
Director of Business Relations

DRUMMOND ISLAND TELEPHONE COMPANY
(INDEPENDENT COMPANY)

By
President

EXHIBIT B

Attached to and made a part of the Operator Office Agreement effective as of November 5, 1979, between DRUMMOND ISLAND TELEPHONE CO. and GENERAL TELEPHONE COMPANY OF MICHIGAN.

Independent Co. Exchange	Operator Office	Effective Date
Chester	Alpena	November 5, 1979
Grace Harbor	Alpena	November 5, 1979

Identified and Approved this 23 day of October, 1979.

GENERAL TELEPHONE COMPANY OF MICHIGAN

By ______________________
Director of Business Relations

DRUMMOND ISLAND TELEPHONE CO.

By ______________________

GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. David Fox
General Manager
Westphalia Telephone Company
109 E. Main, Box 327
Westphalia, MI 48894

Dear Dave:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J J Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Westphalia Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED	WESTPHALIA TELEPHONE COMPANY
By Hal R. Hurdy	By David A Fox
Regional Director External Affairs	

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Westphalia Telphone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Westphalia				X	

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brichmeier

Manager-Exchange Carrier Operations

WESTPHALIA TELEPHONE COMPANY

By David K Fox

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Westphalia Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

$.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Brickmeier

Manager-Exchange Carrier Operations

WESTPHALIA TELEPHONE COMPANY

By David K Fox

FIRST AMENDMENT TO THE
EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Westphalia Telephone Company.

WHEREAS, GTE and Westphalia Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Westphalia Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Westphalia Telephone Company, hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ________ day of January 1998.

GTE NORTH INCORPORATED	WESTPHALIA TELEPHONE COMPANY
By: J J Birchmeier	By: David A Fox
Printed: J.J. BIRCHMEIER	Printed: David A Fox
Title: Manager-Industry Affairs	Title: Vice President
Date: 1/14/98	Date: 1-16-98

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 1974, between the WESTPHALIA TELEPHONE COMPANY, herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its St. Johns exchange herein referred to as the OPERATOR OFFICE for the Westphalia exchange(s) of the WESTPHALIA TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the interexchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 29th day of April, 19 74.

GENERAL TELEPHONE COMPANY OF MICHIGAN	WESTPHALIA TELEPHONE COMPANY
By W. H. [illegible]	By Alfred Thelen
Director of Revenue Requirements	(Pres.)

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 19 74, between Westphalia Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981.

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

> Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	✓	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05	✓	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	✓	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service
.50		Monthly rate per main station

Nobert Fox requested
Stop alarm Service
4/25/85 [illegible]

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 12th day of November, 1980

GENERAL TELEPHONE COMPANY OF MICHIGAN

By L. Marcil
for Director of Business Relations

Westphalia Telephone Co.
(INDEPENDENT COMPANY)

By Norbert Fox

GTE

GTE Telephone Operations
North Area
MICHIGAN
455 East Ellis Road,
P.O. Box 149 GDARA
Muskegon, Michigan 49443-0149
616 798-5411

November 2, 1993

Mr. Les Jenkins
Manager
Winn Telephone Company
2766 West Blanchard Road
P.O. Box 367
Winn, MI 48896

Dear Les:

Attached for your files is an executed copy of the Exchange Services Agreement which is Annex II to our Agreement for the Provision of Telecommunications Services and Facilities.

If you have any questions give me a call at 616-798-5379 or contact Charlie Wilson on 616-798-5169.

Sincerely,

J. J. Birchmeier

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

EXCHANGE SERVICES ANNEX

ANNEX II

This Annex between GTE North Incorporated herein after called (GTEN) and Winn Telephone Company, herein called the Secondary Exchange Carrier (SEC) sets forth the terms and conditions upon which GTEN agrees to provide services for the SEC's exchanges. It is established as Annex II to the Agreement for the Provision of Telecommunications Services and Facilities.

The effective date of this Annex is August 1, 1993.

I. DEFINITIONS

For the purposes of this Exchange Services Annex, unless otherwise specified, definitions consists of the following:

A. Home NPA Directory Assistance (HNPA)

Providing Home NPA Directory Assistance Service either provided directly by or as arranged by GTEN, for SEC's customers who dial (Access Codes) 1 + 411 or 1 + 555 1212 to request this service. The SEC agrees through customer education to direct its customers to dial (Access Code) 1 + 411 or 1 + 555 1212 for Home NPA Directory Assistance.

B. Alarm Signals

Reporting alarm signal conditions from the exchange designated by the SEC in Exhibit A. The SEC will be charged for this service as outlined in Exhibit B.

C. Intercept

Providing dedicated "live" intercept service or "automatic" intercept to the exchanges specified in Exhibit A and equipped by the SEC for such service. The SEC will be charged for this service as outlined in Exhibit B.

D. Repair Service

Recording and advising the SEC of its customers' trouble reports from the exchanges designated by the SEC in Exhibit A.
The SEC will be charged for this service as outlined in Exhibit B.

E. Directory Connect Plus Service (IntraLATA only)

A service where upon receiving a requested directory assistance listing, the caller is given the opportunity to allow the call to be completed automatically for a nominal charge.

II. EXCHANGE OPERATING SERVICES

GTEN agrees to perform at the charges outlined in Exhibit B the services described below for the SEC's exchanges as indicated in Exhibit A:

A. Home NPA Directory Assistance
B. Alarm Signals
C. Intercept
D. Repair Service
E. Directory Connect Plus

III. EQUIPMENT

The GTEN will provide and maintain such equipment it determines is necessary to perform the exchange services set forth in Exhibits A and B.

IV. CIRCUITS

The Company, or Companies, which provide direct distance dialing circuits between the SEC exchange and GTEN in whole or in part for the interchange of IntraLATA Message Toll Telecommunications Service shall make such circuits available for GTEN to provide HNPA Directory Assistance and/or Repair Service for the SEC's exchanges designated in Exhibit A. The Company, or Companies, shall also provide the dedicated interexchange facilities and central office equipment required for GTEN to provide Intercept and Central Office Alarm Services for the SEC's exchanges similarly designated in Exhibit A. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

V. BASIS OF SETTLEMENT

The SEC shall pay to GTEN for its services and the use of its facilities in furnishing the exchange services described herein, monthly charges, determined in accordance with Exhibit A, applied as specified in Exhibit B.

VI. MONTHLY BILLING

GTEN shall render to the SEC monthly statements showing the amounts determined as provided in Paragraph V above, as detailed in Exhibit B. The SEC shall pay all bills in full within thirty (30) days after they are rendered.

VII. RECORDS

The SEC will furnish, in writing, to GTEN, in advance of the date when the exchange services are to be undertaken, all records specified by GTEN which are reasonably necessary to provide the various exchange services to be furnished as listed in Exhibit A. The SEC will keep these records current using reporting forms and procedures which are acceptable to GTEN, and will inform GTEN, in writing, of any changes to be made in such records. Directory Assistance information furnished to GTEN by the SEC will be used for Home NPA directory assistance purposes. Any other use of the information requires the express written consent of the SEC.

VIII. COMPLIANCE MONITORING

A. The SEC has the right to visit each GTEN owned or subcontracted office listed in Exhibit A upon reasonable notice to the GTEN.

B. Visit rights include the right to inspect the GTEN owned or subcontracted office, and, upon 30 days written notice, the SEC may perform on-site review of worksheets, service performance and serving plan data, and documents used to prepare bills.

IX. SUBSEQUENT ANNEX AND EXHIBIT MODIFICATION

From time to time, by mutual agreement of both parties, ANNEX II and Exhibits A & B may be modified or replaced. In the event of such modification or replacement, the subsequent ANNEX and/or Exhibit modifications shall be agreed to and signed by the parties to this ANNEX.

X. DEFAULT

Except as otherwise provided in the applicable tariffs, neither party shall be deemed to be in default under this Annex or in breach of any provision unless and until the other party gives it written notice of the default, and the defaulting party shall have failed to cure the default within thirty (30) days of notice. If either party shall fail to cure any default, including the connection of its facilities to the facilities of the other party in a manner other than authorized, within thirty (30) days after notice, the non defaulting party may immediately terminate this Annex upon Thirty (30) days written notice.

XI. TERM OF ANNEX

This Annex will become effective on the date specified above and will continue in force thereafter, until terminated upon thirty days prior written notice by either party.

IN WITNESS WHEREOF, the undersigned parties have caused this Annex to be executed on their behalf this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By Hal R. Hively

Regional Director External Affairs

WINN TELEPHONE COMPANY

By Leslie Jenkins

EXCHANGES AND SERVICES COVERED BY ANNEX II

Attached to and made a part of the Exchange Services Annex between Winn Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

Effective: August 1, 1993.

GTEN shall perform the Exchange Services described in Paragraph I of the Exchange Services Annex for each of the exchanges as indicated below. These services shall be performed at the applicable Basis of Settlement as set forth in Exhibit B.

Optional Services Performed

Exchanges	Alarms	Intercept	Repair	HOME NPA D A	DIRECTORY CONNECT PLUS
Winn	X			X	

CANCELLED ALARM SERVICE
EFFECTIVE 8/19/94
CEW - LES JENKINS TEL CONVERSATION

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J J Aichmeier
Manager-Exchange Carrier Operations

WINN TELEPHONE COMPANY

By Leslie Jenkins

BASIS OF SETTLEMENT

Attached to and made a part of the Exchange Services Annex between Winn Telephone Company, herein called the Secondary Exchange Carrier (SEC), and GTE North Incorporated, herein called GTEN.

The charges shown below are for the exchange services as described in Paragraph I of the Exchange Services Annex of which this Exhibit is a part, including the use of interexchange trunks described in Paragraph IV, is as follows:

1. The charge applicable for Home NPA Directory Assistance described in Paragraph IA of the Exchange Services Agreement is as follows:

   $.35 per Home NPA Directory Assistance call (Access Code 1 + 411 or 1 + 555 1212) orginating from the SEC exchanges listed in Exhibit A. GTEN shall render to the SEC a monthly statement showing the amount due for the previous month's services.

2. The charge applicable for reporting alarm signal conditions to the SEC is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

3. The charge applicable for providing dedicated intercept service to the SEC exchange is as follows:

   $.05 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A and equipped with dedicated intercept trunks for which GTEN provides Intercept Service.

   This charge also applies to SEC's exchanges connected to the Automatic Intercept Service (AIS) system.

4. The charge applicable for recording and advising the SEC of customer reports of trouble is as follows:

   $.20 per Network access line of the SEC's exchange per month, billed in advance for each exchange designated in Exhibit A.

5. The charge applicable for Directory Connect Plus Service described in paragraph IE of the Exchange Services Agreement is as follows:

$.25 per completed call through the Directory Connect Plus Service.

Access line counts should be in accordance with NECA Pool Administration Procedures in effect January 1st of the current year. For purposes of this Exhibit B, the number of network access lines of the SEC exchange shall be counted as of the first day of January of the current year and the number so obtained shall be used in computing settlement under this Annex until the end of the year. A new count of access lines, as of the first day of January of each succeeding year, shall be used in the computation of settlement due GTEN under this Annex for that year.

Agreed to and approved this 25TH day of October, 1993.

GTE NORTH INCORPORATED

By J. J. Birchmeier

Manager-Exchange Carrier Operations

WINN TELEPHONE COMPANY

By Leslie Jenkins

FIRST AMENDMENT TO THE
EXCHANGE SERVICES ANNEX

This First Amendment (the "Amendment") to the Exchange Services Annex is effective as of the 1st day of February 1998 (the "Effective Date"), by and between GTE North Incorporated, a Wisconsin corporation, and Winn Telephone Company.

WHEREAS, GTE and Winn Telephone Company are parties to that certain Exchange Services Annex dated August 1, 1993 (the "Exchange Services Annex") which sets forth the obligations of the Parties and the terms and conditions under which GTE provides to Winn Telephone Company Home NPA Directory Assistance Service.

WHEREAS, the Parties have agreed that the Exchange Services Annex be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Winn Telephone Company, hereby agree as follows:

1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Exchange Services Annex.

2.0 AMENDMENT TO THE EXCHANGE SERVICES ANNEX

On and from the Effective Date of this Amendment, the Exchange Services Annex is hereby amended as follows:

Exhibit B of the Exchange Services Annex is hereby amended by adding the following language to Basis of Settlement, Section 1.

For all Directory Assistance services performed for Customer's end users in the State of Michigan, the rate shall be the lessor of (i) the applicable rates set forth in F.C.C. No. 1, Section 8 (or any successor provision) and (ii) $0.35 per occurrence.

3.0 MISCELLANEOUS

3.1 The Exchange Services Annex, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Exchange Services Annex. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Exchange Services Annex" or may identify such Exchange Services Annex in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 16th day of January 1998.

GTE NORTH INCORPORATED

By: J J Birchmeier

Printed: J.J. Birchmeier

Title: Manager-Industry Affairs

Date: 1/14/98

WINN TELEPHONE COMPANY

By: Leslie Jenkins

Printed: Leslie Jenkins

Title: General Manager

Date: 1-16-98

OPERATOR OFFICE AGREEMENT

AGREEMENT effective as of the 1st day of June, 1974, between the WINN TELEPHONE COMPANY, herein called the INDEPENDENT COMPANY and the GENERAL TELEPHONE COMPANY OF MICHIGAN, herein called the OPERATOR COMPANY.

1. EXCHANGE OPERATING SERVICES

The OPERATOR COMPANY agrees to perform the exchange operating services described below at its Alma exchange herein referred to as the OPERATOR OFFICE for the Winn exchange(s) of the WINN TELEPHONE COMPANY.

Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls;

Verifying "no answer" or "busy" conditions;

Handling emergency calls;

Reporting alarm signal conditions to INDEPENDENT COMPANY;

Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;

Providing directory assistance service to INDEPENDENT COMPANY customers; and

Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.

2. EQUIPMENT

The OPERATOR COMPANY will provide and maintain such equipment at the OPERATOR OFFICE as is necessary to perform the exchange operating services set forth in Paragraph 1 above.

3. CIRCUITS BETWEEN INDEPENDENT COMPANY AND OPERATOR OFFICE

The INDEPENDENT COMPANY and the OPERATOR OFFICE each provide toll circuits within their respective exchange areas for the inter-exchange of toll telephone messages and both companies agree to make such circuits available for use in connection with the exchange operating work covered herein. Where the total traffic exceeds the capacity of the existing circuits, additional circuits, to the extend necessary, will be provided by the respective companies in the same proportion that they provide the existing circuits.

4. BASIS OF SETTLEMENT

The INDEPENDENT COMPANY will pay to the OPERATOR COMPANY for its services and facilities used in furnishing the exchange operating services described herein, monthly charges from the date such services commence, as determined from the Schedules of Payment in Exhibit A, attached hereto and made a part hereof.

For purposes of settlement, the number of working main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this agreement and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year, a new count of main telephones shall be used in the computation of settlement for that year.

5. MONTHLY SETTLEMENTS

The OPERATOR COMPANY will render to the INDEPENDENT COMPANY monthly statements in advance in accordance with the amounts determined as provided in Paragraph 4 above and remittance in full will be made by the INDEPENDENT COMPANY within thirty (30) days thereafter.

6. METHODS AND PRACTICES

The exchange operating services will be provided by the OPERATOR COMPANY in accordance with the operating methods and practices generally in effect in the OPERATOR OFFICE which is designated to perform such services.

7. RECORDS

The INDEPENDENT COMPANY will furnish to the OPERATOR COMPANY, in advance of the day when the exchange operating work is undertaken, all information required by the latter company for establishing records necessary for furnishing the services set forth in Paragraph 1 above, and will inform the OPERATOR COMPANY promptly of any necessary changes to be made in such records.

8. LIABILITY

The INDEPENDENT COMPANY agrees to indemnify and same harmless the OPERATOR COMPANY from all claims for damages arising in connection with the furnishing of such services to the INDEPENDENT COMPANY except only such claims which may arise out of the sole negligence of the OPERATOR COMPANY.

If, because of fire, flood, storm or other act of God, or because of any strike or labor dispute, war or civil disturbance, the OPERATOR COMPANY shall fail to fulfill any of the duties hereby accepted by it, or shall violate any provision of this agreement, the OPERATOR COMPANY shall not be liable for any loss or damage whatsoever which may be occasioned thereby to the INDEPENDENT COMPANY. No payment shall be due hereunder to the OPERATOR COMPANY for any such period during which it fails to perform the duties accepted by it hereunder.

9. DEFAULTS OR VIOLATIONS

If the INDEPENDENT COMPANY defaults in the payment of any amount due hereunder, or if either company violates any other provision of this agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other company may terminate this agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

10. CANCELLATION OF PREVIOUS AGREEMENTS

Except as to any amount due thereunder, this agreement cancels all previous agreements between the companies or their respective predecessors covering the performance of the exchange operating services covered by this agreement.

11. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this agreement will continue in force for a period of one year from the date of execution, hereof and thereafter, until terminated by sixty (60) days prior notice in writing from either company to the other.

The OPERATOR COMPANY may, however, at its option, terminate this agreement forthwith in the event that there shall cease to be in effect a message toll telephone traffic agreement between the parties hereto.

IN WITNESS WHEREOF, the said companies have caused this agreement to be executed in their behalf by their duly authorized representatives this 29th day of April, 1974.

GENERAL TELEPHONE COMPANY OF MICHIGAN	WINN TELEPHONE COMPANY
By H. W. [illegible]	By Fred H. Conrad
Director of Revenue Requirements	

EXHIBIT A

Attached to and made a part of the Operator Office Agreement effective as of June 1, 19 74, between Winn Telephone and GENERAL TELEPHONE COMPANY OF MICHIGAN.

This Exhibit A will be effective as of January 1, 1981

BASIS OF SETTLEMENT

The payment rate applicable for Exchange Operating Service described in Paragraph 1 of the Operator Office Agreement (based on main stations) of which this Exhibit is a part, and including the use of operator company operator office interexchange trunks described in Paragraph 3, is as follows:

> Main telephones are defined as business and residence main stations, PBX trunks, Centrex dial terminals or stations, coin telephones, service stations, stations on temporary suspension of service arrangements, and others, if any; excluded are all business, residence PBX and Centrex extensions.

Rate For Service	Service Provided	
.20	X	Assisting INDEPENDENT COMPANY customers requesting help in completing calls or requesting information as to how to place calls; Verify "no answer" and "busy" conditions; Handling emergency calls;
.05	X	Reporting alarm signal conditions to INDEPENDENT COMPANY;
.20		Advising INDEPENDENT COMPANY of customer complaints and reports of trouble;
.25	X	Providing directory assistance service to INDEPENDENT COMPANY customers; and
.05		Providing intercepting service where INDEPENDENT COMPANY is equipped for such service.
.50		Monthly rate per main station

EXHIBIT A

For purposes of settlement under this Exhibit A, the number of main telephones of the INDEPENDENT COMPANY exchange shall be counted as of the effective date of this Exhibit A and the number so obtained shall be used in computing settlements until the end of the year. As of the first day of January of each succeeding year a new count of main telephones shall be used in the computation of settlement for that year.

Identified and approved this 12 day of Nov., 80

GENERAL TELEPHONE COMPANY OF MICHIGAN

for By L. Marcil
Director of Business Relations

Winn Tel. Co.
(INDEPENDENT COMPANY)

By Ralph Sandbeck