

AGREEMENT TO MODIFY AND ASSIGN INTERCONNECTION AGREEMENT

This agreement to modify and assign an Interconnection Agreement is made by and among Verizon North Inc. ("VERIZON"), Citizens Communications and Camarato Distributing Inc. This agreement is made in reference to the following facts:

A. Verizon North Inc., f/k/a GTE North Incorporated, and Citizens Utilities Company ("the parties") are parties to an Asset Purchase Agreement dated December 16, 1999, pursuant to which Citizens Utilities Company ("PURCHASER") has agreed to purchase certain assets and facilities of VERIZON comprising 110 telephone exchanges and 106,850 access lines in the State of Illinois (the "purchased exchanges"), which are set forth in Attachment A to this Modify and Assign Agreement.

PURCHASER and VERIZON have filed a joint application with the Illinois Commerce Commission ("Commission") seeking approval of the sale and transfer of the purchased exchanges from VERIZON to PURCHASER, and PURCHASER has been issued a Certificate of Service Authority on Docket #00-0187, approved August 9, 2000.

B. Verizon North Inc., f/k/a GTE North Incorporated, and Camarato Distributing Inc. have entered into an Interconnection Agreement ("Interconnection Agreement") and this Agreement has either (i) already been approved by the Commission, or (ii) VERIZON expects this Agreement to be approved by the Commission before the transfer of the purchased exchanges to PURCHASER.

C. Camarato Distributing Inc. is either (i) a competitive local exchange carrier ("CLEC"), OR (ii) is a wireless telecommunications company, doing business in any or all of the purchased exchanges and is a wholesale customer of VERIZON's under the Interconnection Agreement. Camarato Distributing Inc. has invested considerable time and expense in the negotiation of the Interconnection Agreement with VERIZON, and desires to continue, to the extent possible, to conduct business in the purchased exchanges under the terms of the Interconnection Agreement if and when PURCHASER takes over operations in the purchased exchanges.

D. VERIZON and PURCHASER desire to (i) minimize any impact upon Camarato Distributing Inc. (and other wholesale customers) from the transfer of the purchased exchanges to PURCHASER and (ii) avoid, to the extent possible, any disruption in service to Camarato Distributing Inc. or its customers.

E. The parties have determined that modification and assignment of the Interconnection Agreement by VERIZON to PURCHASER would be desirable under the circumstances. The parties recognize that there are certain of VERIZON's obligations under the Interconnection Agreement that PURCHASER will not be able to perform because PURCHASER (i) did not acquire all of the assets and facilities that VERIZON uses to fulfill its obligations under that Agreement, and (ii) is a smaller entity than VERIZON and will not be conducting business in all respects like VERIZON.

NOW, THEREFORE, VERIZON, PURCHASER AND CAMARATO DISTRIBUTING INC., AGREE AS FOLLOWS:

1. Subject to the modifications set forth in Section 3, below, VERIZON agrees to assign to PURCHASER all of VERIZON's rights, obligations, liabilities, duties and interests under the Interconnection Agreement effective upon the closing date as defined in the Asset Purchase Agreement (the "Agreement Date").

2. Except as set forth in paragraph 3 below, PURCHASER accepts and Camarato Distributing Inc. consents to the assignment described in paragraph 1, above.

3. VERIZON, PURCHASER and Camarato Distributing Inc. each acknowledges and agrees that certain of PURCHASER's obligations and duties under the assigned Interconnection Agreement are specifically modified as follows:

a. PURCHASER will not be obligated to provide Camarato Distributing Inc. with electronic gateway access to PURCHASER's operation support systems, nor any electronic interface for performing pre-ordering, ordering, provisioning, billing, repair or any other operation support system function at closing. PURCHASER will provide an electronic interface for pre-ordering, ordering, provisioning and repair in the fourth quarter of 2000 (4Q2000). PURCHASER will provide Camarato Distributing Inc. with electronic gateway access to PURCHASER's operation support systems in the third quarter of 2001 (3Q2001).

b. PURCHASER will not be obligated to provide Camarato Distributing Inc. with operator services or directory assistance on a wholesale basis, although PURCHASER will provide the same operator services and directory assistance to resold customers of Camarato Distributing Inc. as PURCHASER provides to its own retail customers. PURCHASER will not provide branding, nor will PURCHASER negotiate branding with a third party on behalf of CLEC. In addition, PURCHASER will not have a DA Listing Database and will not provide DA Listing information via magnetic tape or National Data Mover (NDM) to CLEC.

c. PURCHASER will not be obligated to provide Camarato Distributing Inc. with SS7 Services on a wholesale basis, although PURCHASER will provide the same SS7 Services to resold customers of Camarato Distributing Inc. that PURCHASER provides to its own retail customers.

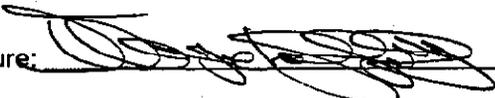
d. PURCHASER will not be obligated to provide Camarato Distributing Inc. with Advanced Intelligent Network (AIN) Services on a wholesale basis, although PURCHASER will implement the necessary triggers to ensure uninterrupted Local Number Portability (LNP) to Camarato Distributing Inc. in purchased exchanges where a bona fide request for LNP has been provided.

e. PURCHASER will not be obligated to provide Camarato Distributing Inc. with the business processes and procedures that are specified in the "VERIZON Guide" as referenced in the Interconnection Agreement. Instead, by the Assignment Date, PURCHASER will have developed its own business processes and procedures. All references in the Interconnection Agreement to the "VERIZON Guide" will be deemed deleted and replaced by "Citizens Local Interconnection Guide", which is consistent with the guidelines developed by the Ordering and Billing Forum (OBF).

f. PURCHASER will not be obligated to use the specific VERIZON operation support systems referenced in the Interconnection Agreement. Instead, after the Assignment Date, PURCHASER will use its own operation support systems, which PURCHASER expects will be functionally equivalent to the operations support systems used by VERIZON. Thus, at the Assignment Date, all references in the Interconnection Agreement to specific VERIZON operation support systems will be deleted and replaced by the equivalent PURCHASER operation support systems.

4. Until the Assignment Date, (i) the Interconnection Agreement remains in full force and effect between VERIZON and CLEC; (ii) PURCHASER shall not have any obligation or liabilities whatsoever to VERIZON or Camarato Distributing Inc. under the Interconnection Agreement; and (iii) VERIZON and Camarato Distributing Inc. remain liable to each other for any act (or failure to act) occurring before the Assignment Date that constitutes a breach of the Interconnection Agreement, even if any injury or damage for such breach does not occur or is not discovered until after the Assignment Date. Camarato Distributing Inc. releases VERIZON from the Assignment Date forward of any and all of its rights, duties, obligations, liabilities and interests under the Interconnection Agreement, except that Camarato Distributing Inc. does not release VERIZON from liability for any act (or failure to act) occurring before the Assignment Date that constitutes a breach of the Interconnection Agreement.

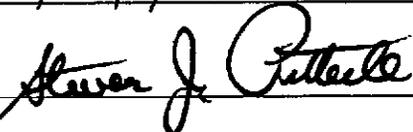
Citizens Communications

Signature: 
Name (Printed): F. WAYNE LAFFERTY
Title: VP-REGULATORY & GOV'T AFFAIRS
Date: 9/8/00

Camarato Distributing Inc.

Signature: 
Name (Printed): KEITH CAMARATO
Title: PRESIDENT
Date: 8/24/00

Verizon North Inc.

Signature: 
Name (Printed): Steven J. Pitterle
Title: Director - Negotiations
Wholesale Markets
Date: August 30, 2000

ORIGINAL

The Modify and Assign Agreement between Citizens Telecommunications Company of Illinois Camarato Distributing Inc. is amended as shown below:

1. The correct corporate entity for PURCHASER is Citizens Telecommunications Company of Illinois.
2. The Modify and Assign agreement only applies to the exchanges acquired by PURCHASER from Verizon in the state of Illinois.
3. Paragraph 3.a. is amended to read as follows:
 - a. PURCHASER will not be obligated to provide Camarato Distributing Inc. with electronic gateway access to PURCHASER's operation support systems, nor any electronic interface for performing pre-ordering, ordering, provisioning, billing, repair or any other operation support system function at closing. PURCHASER will provide the ability for Camarato Distributing Inc. to directly place orders to PURCHASER's systems such that orders "flow through" and re-keying by PURCHASER is not required twelve months after closing. As part of this initiative PURCHASER will provide the "front end" system that will allow Camarato Distributing Inc. to place Local Service Requests (LSRs) to PURCHASER over the internet 90 days after closing.

Citizens Telecommunications Company
of Illinois

Signature: 

Name (Printed): F. WAYNE LAFFERTY

Title: VP- REGULATORY & GOV'T AFFAIRS

Date: 1/22/01

Camarato Distributing Inc.

Signature: 

Name(Printed): KEITH CAMARATO

Title: PRESIDENT

Date: 12-26-00