

**AGREEMENT TO MODIFY AND ASSIGN INTERCONNECTION,
RESALE AND UNNBUNDLING AGREEMENT**

This agreement to modify and assign an Interconnection, Resale and Unbundling Agreement is made by and among GTE Midwest Incorporated d/b/a Verizon Midwest ("Verizon"), Citizens Utilities Company ("Purchaser") and New Edge Network, Inc. This agreement is made in reference to the following facts:

A. VERIZON and PURCHASER ("the parties") are parties to an Asset Purchase Agreement dated September 21, 1999, pursuant to which Purchaser has agreed to purchase certain assets and facilities of VERIZON comprising 37 telephone exchanges and 58,723 access lines in the State of Nebraska (the "purchased exchanges").

B. PURCHASER and VERIZON have filed a joint application with the Nebraska Public Service Commission ("PSC") seeking approval of the sale and transfer of the purchased exchanges from VERIZON to PURCHASER, and PURCHASER has also filed an application to be issued a Certificate of Public Convenience and Necessity ("CPCN") by the PUC to be the provider of local exchange and exchange access service in the purchased exchanges. The Joint Application Number is: C-2148.

C. New Edge Network, Inc. is a competitive local exchange carrier ("CLEC") doing business in some of the purchased exchanges and a wholesale customer of VERIZON's under the Interconnection Agreement. New Edge Network, 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 want to (i) minimize any impact upon New Edge Network, 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 New Edge Network, 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 fulfil 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 FIRSTEL 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 New Edge Network, Inc. consents to the assignment described in paragraph 1, above.

3. VERIZON, PURCHASER and New Edge Network, 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 New Edge Network, 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 New Edge Network, Inc. with electronic gateway access to PURCHASER's operation support systems in the third quarter of 2001 (3Q2001).

b. PURCASHER will not be obligated to provide New Edge Network, 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 New Edge Network, 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 New Edge Network, Inc. with SS7 Services on a wholesale basis, although PURCHASER will provide the same SS7 Services to resold customers of New Edge Network, Inc. that PURCHASER provides to its own retail customers.

d. PURCHASER will not be obligated to provide New Edge Network, 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 New Edge Network, Inc. in purchased exchanges where a bona fide request for LNP has been provided.

e. PURCHASER will not be obligated to provide New Edge Network, 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 New Edge Network, Inc. under the Interconnection Agreement; and (iii) VERIZON and New Edge Network, 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. New Edge Network, 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 New Edge Network, 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 Utilities Company

Signature: _____

Name (printed): _____

Title: _____
Date: _____

New Edge Network, Inc.

Signature: _____
Name (Printed): _____
Title: _____
Date: _____

GTE Midwest Incorporated d/b/a
Verizon Midwest ("Verizon")

Signature: _____
Name (Printed): _____
Title: _____
Date: _____