AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
ACE TELEPHONE COMPANY OF MICHIGAN, INC.
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Ace Telephone Company of Michigan, Inc., a Michigan corporation, ("ACE").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the ACE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of ACE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate ACE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of ACE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to ACE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to ACE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate ACE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to ACE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, ACE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 ACE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII

Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Ace Telephone Company of Michigan, Inc. hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Ace Telephone Company of Michigan, Inc. agrees that if it is currently providing this data to GTEN, it will continue to do so. Ace Telephone Company of Michigan, Inc. agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Jon W. Owens

Title Executive Vice President/ General Manager

Date June 3, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 3RD day of June, 1993.

GTE NORTH INCORPORATED

By: J J Brickmeier

Title:

Date: August 2, 1993,

Ace Telephone Company of Michigan, Inc.

By: Jon W. Owens

Title: Executive Vice President/ General Manager

Date: June 3, 1993

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Ace Telephone Company of Michigan, Inc.

NPA	NXX	Exchange
616	269	BUCKLEY
616	369	SOUTH BOARDMAN
616	378	COPEMISH & THOMPSONVILLE
616	862	HOXEYVILLE
616	885	MESICK

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or

Ace Telephone Company of Michigan, Inc.'s subscribers
$ 10.00 per month,

whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Ace Telephone Company of Michigan, Inc.'s telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
ALLENDALE TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Allendale Telephone Company, a Michigan corporation, ("ALLENDALE").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the ALLENDALE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of ALLENDALE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate ALLENDALE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of ALLENDALE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to ALLENDALE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to ALLENDALE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate ALLENDALE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to ALLENDALE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, ALLENDALE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 ALLENDALE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII

Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Allendale Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Allendale Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Allendale Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Arlyn Smits

Title GENERAL MANAGER

Date 5-18-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 18TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Beichmaer

Title:

Date: August 2, 1993

Allendale Telephone Company

By: Arlyn Smits

Title: GENERAL MANAGER

Date: 5-18-93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

ALLENDALE TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	895, 892	Allendale

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Allendale Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Allendale Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
BARRY COUNTY TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Barry County Telephone Company, a Michigan corporation, ("BARRY COUNTY").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the BARRY COUNTY exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of BARRY COUNTY's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate BARRY COUNTY for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of BARRY COUNTY's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to BARRY COUNTY's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to BARRY COUNTY's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate BARRY COUNTY as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to BARRY COUNTY. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, BARRY COUNTY shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 BARRY COUNTY shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Barry County Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Barry County Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Barry County Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Robert Fisher

Title GENERAL MANAGER

Date 5/4/93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 4TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Birchmeier

Title:

Date: 8/2/93

Barry County Telephone Company

By: Robert Fisher

Title: GENERAL MANAGER

Date: 5/4/93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

BARRY COUNTY TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	623	Delta
616	664	Pine Lake
616	721	Banfield
616	758	Lacey

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of Barry County Telephone Company's subscribers	$ ________.06 per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Barry County Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
BLANCHARD TELEPHONE ASSOCIATION, INC.
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Blanchard Telephone Association, Inc., a Michigan corporation, ("BLANCHARD").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the BLANCHARD exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of BLANCHARD's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate BLANCHARD for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of BLANCHARD's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to BLANCHARD's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to BLANCHARD's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate BLANCHARD as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to BLANCHARD. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, BLANCHARD shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 BLANCHARD shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Blanchard Telephone Association, Inc. hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Blanchard Telephone Association, Inc. agrees that if it is currently providing this data to GTEN, it will continue to do so. Blanchard Telephone Association, Inc. agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Duane Benson

Title Manager

Date 5-20-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 20TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brichmeier

Title:

Date: 8-2-93

Blanchard Telephone Association, Inc.

By: Duane Bronson

Title: Manager

Date: 5-20-93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Blanchard Telephone Association, Inc.

NPA	NXX	Exchange
517	561	Blanchard

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Blanchard Telephone Association, Inc.'s subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Blanchard Telephone Association, Inc.'s telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
BLOOMINGDALE TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Bloomingdale Telephone Company, a Michigan corporation, ("BLOOMINGDALE").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the BLOOMINGDALE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of BLOOMINGDALE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate BLOOMINGDALE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of BLOOMINGDALE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to BLOOMINGDALE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to BLOOMINGDALE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate BLOOMINGDALE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to BLOOMINGDALE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, BLOOMINGDALE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 BLOOMINGDALE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Bloomingdale Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Bloomingdale Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Bloomingdale Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By ______________________

Title General Manager

Date 8-11-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J. J. Beickmeier

Title:

Date: 8-2-93

Bloomingdale Telephone Company

By: [illegible]

Title: [illegible]

Date: 5-11-93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Bloomingdale Telephone Company

NPA	NXX	Exchange
616	521	Bloomingdale

EXHIBIT B

Compensation for FNPA DA

<u>Service/FNPA DA</u>	<u>Compensation</u>
Telephone listing data of Bloomingdale Telephone Company's subscribers	$ <u> .06</u> per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Bloomingdale Telephone Company's telephone listing data will be determined via the methodology described in <u>Section II</u> and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
CARR TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Carr Telephone Company, a Michigan corporation, ("CARR").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CARR exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CARR's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CARR for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CARR's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CARR's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CARR's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CARR as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CARR. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CARR shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CARR shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Carr Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Carr Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Carr Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Teresa Bogner

Title Office Manager

Date 5-21-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 21ST day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brichmeier

Title:

Date: 8-2-93

Carr Telephone Company

By: Teresa Bogner

Title: Office Manager

Date: 5-21-93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

CARR TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	898	Carr

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Carr Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Carr Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
CENTURY TELEPHONE OF MICHIGAN, INC. mc B
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Century Telephone of Michigan, Inc. a Michigan corporation, ("CENTURY TELEPHONE"). mc B

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CENTURY TELEPHONE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CENTURY TELEPHONE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CENTURY TELEPHONE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CENTURY TELEPHONE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CENTURY TELEPHONE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CENTURY TELEPHONE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B, GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CENTURY TELEPHONE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CENTURY TELEPHONE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CENTURY TELEPHONE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in <u>Section 3.2</u>. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CENTURY TELEPHONE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in <u>Section II</u>). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by sixty (60) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Century Telephone of Michigan hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Century Telephone of Michigan agrees that if it is currently providing this data to GTEN, it will continue to do so. Century Telephone of Michigan agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Marvin C Cunningham Jr

Title Vice President-Revenues & External Affairs
CENTURY TELEPHONE ENTERPRISES, INC.

Date 5-11-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brickweier

Title:

Date: 8/2/93.

Century Telephone of Michigan, INC MC 83

By: Marvin C. Cunningham Jr

Title: Vice President-Revenues & External Affairs
CENTURY TELEPHONE ENTERPRISES, INC.

Date: 5-11-93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

CENTURY TELEHONE OF MICHIGAN, INC.

NPA	NXX	EXCHANGE
616	548	Alanson
616	864	Bear Lake
616	549	Boyne Falls
616	529	Brutus
517	672,673	Caro
616	228	Cedar
517	235	Crystal
616	546	Elmira
616	326	Empire
616	334	Glen Arbor
517	735	Glennie
517	728	Hale
616	325	Honor
517	689	Hope
517	874	Kinde
616	275	Lake Ann
616	839	Lake City
616	537	Levering
517	635	Marlette
616	239	Moorestown
517	879	Pinconning
517	738	Port Austin
517	428	Port Hope
517	469	Sand Lake Heights
517	257	Sixty Lakes
616	271	Suttons Bay
517	261	Vickeryville
		Whittemore

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Century Telephone of Michigan's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Century Telephone of Michigan's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
CENTURY TELEPHONE MIDWEST, INC.
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Century Telephone Midwest, Inc., a Michigan corporation, ("CENTURY TELEPHONE MIDWEST").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CENTURY TELEPHONE MIDWEST exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CENTURY TELEPHONE MIDWEST's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CENTURY TELEPHONE MIDWEST for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CENTURY TELEPHONE MIDWEST's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CENTURY TELEPHONE MIDWEST's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CENTURY TELEPHONE MIDWEST's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CENTURY TELEPHONE MIDWEST as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CENTURY TELEPHONE MIDWEST. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CENTURY TELEPHONE MIDWEST shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in <u>Section 3.2</u>. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CENTURY TELEPHONE MIDWEST shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in <u>Section II</u>). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by sixty (60) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Century Telephone Midwest, Inc. hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Century Telephone Midwest, Inc. agrees that if it is currently providing this data to GTEN, it will continue to do so. Century Telephone Midwest, Inc. agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Marvin C Cunningham Jr.

Title Vice President-Revenues & External Affairs
CENTURY TELEPHONE ENTERPRISES, INC.

Date 5-11-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brichmeier

Title:

Date: 8/2/93

Century Telephone Midwest, Inc.

By: Marvin C. Cunningham Jr.

Title: Vice President-Revenues & External Affairs
CENTURY TELEPHONE ENTERPRISES, INC.

Date: 5-11-93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

CENTURY TELEPHONE MIDWEST, INC.

NPA	NXX	EXCHANGE
517	876	AuGres
616	875	Borculo
517	585	Brant
517	845	Chesaning
616	867	Chippewa Lake
517	542	Litchfield
616	972	Mecosta
517	549	Mosherville
517	653	Omer
616	761	Orleans
517	566	Sunfield

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of Century Telephone Midwest, Inc.'s subscribers	$ ________.06 per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Century Telephone Midwest, Inc.'s telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

CENTURY
TELEPHONE ENTERPRISES, INC.

P. O. Box 4065
Monroe, Louisiana 71211-4065
(318) 388-9500

October 26, 1993

Mr. Agris Pavlovskis
Executive Vice President
Michigan Exchange Carriers Association, Inc.
P. O. Box 20025
Lansing, MI 48901-0025

Re: Annex II Agreement with GTE North, Inc.

Dear Agris:

Enclosed are the two signed originals of the above reference agreement. Upon execution of the agreement by GTE, please return one original for our files.

In the event you have any questions, please call me at (318) 388-9080.

Sincerely,

Kenneth L. Vincent

Kenneth L. Vincent
Industry Relations Coordinator

cc: Maxine Moreau

Directory Assistance Release Authorization Agreement

The undersigned being an authorized agent for Century Telephone Midwest, Inc. authorizes Michigan Bell to provide GTE North, Inc. with current and future revised and/or updated information contained in their data base used for the purpose of providing directory assistance service. This release will not necessitate any alteration in the above company's obligations or the method employed to provide Michigan Bell with directory assistance information.

GTE North Incorporated accepts and agrees that the alphabetical listings of names, addresses and telephone numbers provided GTE North, either by Michigan Bell or Century, are a copyrighted product of Century Telephone Enterprises, Inc. and its Subsidiaries. Unless otherwise authorized in writing, such listings are not to be used by GTE North for any purpose other than the providing of directory assistance services to GTE North local exchange customers and other local exchange carriers who currently contract this service from GTE North Incorporated. No rights are granted expressly or impliedly (1) to provide such listings to third persons or entities other than in the ordinary course of directory assistance services; or (2) to reproduce any such listings except as necessary to provide directory assistance services. When such alphabetical listings are superseded or updated in the course of business, GTE North agrees to return or destroy the superseded listings.

Nothing in this Agreement shall be construed as prohibiting GTE North Incorporated from publishing their own listings of the names, addresses and telephone numbers of Century customers, so long as such publication is not derived solely from listings provided for directory assistance.

This release authorization is reciprocal in the event that Century Telephone Midwest, Inc. decides to provide operator assisted Directory Assistance to customers located in the 616 and 517 NPA's. The same conditions as stated in this Agreement would then apply to Century Telephone Midwest, Inc.

Both parties reserve the right to cancel this Agreement at any time with 30 days written notice.

GTE North Incorporated Michigan Operations	Century Telephone Midwest, Inc.
Jerome J. Brickmeier	Marvin C. Cunningham Jr
Date 12/15/89	Date December 12, 1989

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
KINGSLEY TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Kingsley Telephone Company, a Michigan corporation, ("KINGSLEY").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the KINGSLEY exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of KINGSLEY's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate KINGSLEY for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of KINGSLEY's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to KINGSLEY's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to KINGSLEY's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate KINGSLEY as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to KINGSLEY. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, KINGSLEY shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 KINGSLEY shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Kingsley Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Kingsley Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Kingsley Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Sterling G. Nickerson

Title GENERAL MANAGER

Date 6-1-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 1RST day of June, 1993.

GTE NORTH INCORPORATED

By: J. J. Brichmeier

Title:

Date: 8/2/93

Kingsley Telephone Company

By: Sterling B. Nickerson

Title: GENERAL MANAGER

Date: 6-1-93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Kingsley Telephone Company

NPA	NXX	Exchange
616	263	KINGSLEY
616	826	FALMOUTH

EXHIBIT B

Compensation for FNPA DA

<u>Service/FNPA DA</u>	<u>Compensation</u>
Telephone listing data of	$ <u>.06</u> per query or
Kingsley Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Kingsley Telephone Company's telephone listing data will be determined via the methodology described in <u>Section II</u> and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

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

January 11, 1994

Kay Heltsley
Staff Manager
Telephone Industry Services
Ameritech
23800 Northwestern Highway - Room 120
Southfield, MI 48075

Dear Kay:

Attached is a copy of the executed Foreign Number Plan Area Directory Assistance Compensation Agreement between GTE and Kingsley Telephone Company. The Agreement also includes authorization for Ameritech to provide GTE North Incorporated with current and future revised and or updated data for the provision of Foreign NPA Directory Assistance.

Please arrange to include the listings for the Kingsley and Falmouth customers with monthly tapes you are now sending to GTE for the other 616 and 517 companies.

If you should have any questions, please call me at 616-798-5379.

Sincerely,

J. J. Birchmeier
Manager-Exchange Carrier Operations

JJB:dv
Attachment

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
CHAPIN TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Chapin Telephone Company, a Michigan corporation, ("CHAPIN").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CHAPIN exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CHAPIN's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CHAPIN for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CHAPIN's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CHAPIN's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CHAPIN's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CHAPIN as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CHAPIN. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CHAPIN shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CHAPIN shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Chapin Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Chapin Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Chapin Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Sandra Surdock

Title Secretary

Date June 28, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the ______ day of ____________________________, 1993.

GTE NORTH INCORPORATED

By: J. J. Brickmeier

Title: Manager-Exchange Carrier Operations,

Date: 6/15/93

Chapin Telephone Company

By: Sondra Surdock

Title: Secretary

Date: June 21, 1993

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Chapin Telephone Company

NPA	NXX	Exchange
517	661	Chapin

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ .06 per query or
Chapin Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Chapin Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
CLIMAX TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Climax Telephone Company, a Michigan corporation, ("CLIMAX").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CLIMAX exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CLIMAX's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CLIMAX for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CLIMAX's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CLIMAX's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CLIMAX's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CLIMAX as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CLIMAX. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CLIMAX shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CLIMAX shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Climax Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Climax Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Climax Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By ____________________

Title President

Date 5/11/93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Buchmeier

Title:

Date: 8-3-93

Climax Telephone Company

By:

Title: President

Date: May 11, 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

CLIMAX TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	746	Climax

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ .06 per query or
Climax Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Climax Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
DEERFIELD FARMERS' TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Deerfield Farmers' Telephone Company, a Michigan corporation, ("DEERFIELD").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the DEERFIELD exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of DEERFIELD's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate DEERFIELD for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of DEERFIELD's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to DEERFIELD's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to DEERFIELD's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate DEERFIELD as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to DEERFIELD. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, DEERFIELD shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 DEERFIELD shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Deerfield Farmers' Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Deerfield Farmers' Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Deerfield Farmers' Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By David LaRocca

Title General Manager

Date 5-4-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 4TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brickmeier

Title:

Date: 8/2/93

Deerfield Farmers' Telephone Company

By: David LaRocca

Title: General Manager

Date: 5-4-93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Deerfield Farmers' Telephone Company

NPA	NXX	Exchange
517	447	Deerfield

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of Deerfield Farmers' Telephone Company's subscribers	$ ________.06 per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Deerfield Farmers' Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
DRENTHE TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Drenthe Telephone Company, a Michigan corporation, ("DRENTHE").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the DRENTHE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of DRENTHE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate DRENTHE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of DRENTHE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to DRENTHE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to DRENTHE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate DRENTHE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to DRENTHE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, DRENTHE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 DRENTHE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Drenthe Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Drenthe Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Drenthe Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Wayne Ter Haar

Title Mgr

Date 5-24-95

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 24TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Birchmeier

Title:

Date: 8/2/93

Drenthe Telephone Company

By: Wayne Ter Haar

Title: Mgr

Date: 5-24-93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

DRENTHE TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	688	Drenthe

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Drenthe Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Drenthe Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
CC&S TELCO, INC.
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and CC&S Telco, Inc., a Michigan corporation, ("CC&S").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CC&S exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CC&S's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CC&S for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CC&S's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CC&S's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CC&S's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CC&S as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CC&S. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CC&S shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CC&S shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII

Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 CC&S Telco, Inc. hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. CC&S Telco, Inc. agrees that if it is currently providing this data to GTEN, it will continue to do so. CC&S Telco, Inc. agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Jeffrey P. Storm

Title V.P. + G.M.

Date 5/20/93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 20TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brichmeier

Title:

Date: 8-2-93

CC&S Telco, Inc.

By: Jeffrey P. Stimm

Title: V.P. & G.M.

Date: 5/20/93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

CC&S Telco, Inc.

NPA	NXX	EXCHANGE
517	869	Allen
517	592	Brooklyn
517	688	Bundy Hill
517	357	Cambria
517	368	Camden
517	524	Concord
517	254	Frontier
517	563	Hanover-Horton
517	296	Montgomery
517	287	North Adams
517	467	Onsted
517	523	Osseo-Pittsford
517	383	Prattville
517	567	Ransom

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
CC&S Telco, Inc.'s subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for CC&S Telco, Inc.'s telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
ALLTEL MICHIGAN, INC.
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and ALLTEL Michigan, Inc., a Michigan corporation, ("ALLTEL").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the ALLTEL exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of ALLTEL's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate ALLTEL for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of ALLTEL's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to ALLTEL's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to ALLTEL's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate ALLTEL as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to ALLTEL. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, ALLTEL shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 ALLTEL shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 ALLTEL Michigan, Inc. hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. ALLTEL Michigan, Inc. agrees that if it is currently providing this data to GTEN, it will continue to do so. ALLTEL Michigan, Inc. agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Charles M Stauts

Title President

Date 5/10/93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 6TH day of October, 1993.

GTE NORTH INCORPORATED

By: J J Brickmeier

Title: Manager-Exchange Carrier Operations

Date: 10/4/93

ALLTEL Michigan, Inc.

By: Charles M Stark

Title: President

Date: 5/10/93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

ALLTEL MICHIGAN, Inc.

NPA	NXX	EXCHANGE
517	547	Addision
517	836	Alger
616	422	Baroda
616	465,466	Bridgman
517	765	Burlington
517	565	Fitchburg
616	227	Glenn
517	568	Homer
616	253	Lacota
616	674	Lawrence
517	473	Lupton
517	458	Morenci
517	596	Munith
616	426	New Troy-Sawyer
517	628	Onondaga
517	531	Parma
517	873	Prescott
616	236	Pullman
517	569	Rives Junction
517	685	Rose City
517	654	Sterling
517	851	Stockbridge
517	767	Tekonsha
517	521	Webberville

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
ALLTEL Michigan, Inc.'s subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for ALLTEL Michigan, Inc.'s telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
KALEVA TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Kaleva Telephone Company, a Michigan corporation, ("KALEVA").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the KALEVA exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of KALEVA's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate KALEVA for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of KALEVA's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to KALEVA's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to KALEVA's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate KALEVA as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to KALEVA. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, KALEVA shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 KALEVA shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Kaleva Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Kaleva Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Kaleva Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By ______________________

Title President

Date May 3, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 3rd day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brickner

Title:

Date: 8/2/93

Kaleva Telephone Company

By:

Title: President

Date: May 3, 1993

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Kaleva Telephone Company

NPA	NXX	Exchange
616	362	Kaleva
616	477	Brethren
616	848	Wellston
616	859	Dublin

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Kaleva Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Kaleva Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
OGDEN TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Ogden Telephone Company, a Michigan corporation, ("OGDEN").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the OGDEN exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of OGDEN's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate OGDEN for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of OGDEN's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to OGDEN's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to OGDEN's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate OGDEN as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to OGDEN. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, OGDEN shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 OGDEN shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Ogden Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Ogden Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Ogden Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Linda K Coin

Title Secretary-Treasurer

Date 8/2/93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 2ND day of AUGUST, 1993.

GTE NORTH, INCORPORATED

By: J J Brichmeier

Title:

Date: 8/2/93

Ogden Telephone Company

By: Linda K Coine

Title: Secretary-Treasurer

Date: 8/2/93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Ogden Telephone Company

NPA	NXX	Exchange
517	443	Ogden

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of Ogden Telephone Company's subscribers	$ ________.06 per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Ogden Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
PENINSULA TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Peninsula Telephone Company, a Michigan corporation, ("PENINSULA").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the PENINSULA exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of PENINSULA's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate PENINSULA for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of PENINSULA's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to PENINSULA's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to PENINSULA's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate PENINSULA as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to PENINSULA. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, PENINSULA shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 PENINSULA shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII

Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Peninsula Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Peninsula Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Peninsula Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Jack E Solomonson

Title President

Date June 25 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 25TH day of June, 1993.

GTE NORTH INCORPORATED

By: J J Birchmeier

Title:

Date: 8/2/93

Peninsula Telephone Company

By: Jack E Solomonson

Title: President

Date: June 25 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

PENINSULA TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	223	Old Mission

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Peninsula Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Peninsula Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
PIGEON TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Pigeon Telephone Company, a Michigan corporation, ("PIGEON").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the PIGEON exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of PIGEON's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate PIGEON for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of PIGEON's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to PIGEON's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to PIGEON's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate PIGEON as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to PIGEON. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, PIGEON shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 PIGEON shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Pigeon Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Pigeon Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Pigeon Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By ____________________

Title President

Date 5-20-92

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 20TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brichmeier

Title:

Date: 8-2-93

Pigeon Telephone Company

By:

Title: President

Date: 5-20-93

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

PIGEON TELEPHONE COMPANY

NPA	NXX	EXCHANGE
616	584	Alba
616	585	Lakes of the North
517	453	Pigeon
517	867	Twining

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Pigeon Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Pigeon Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
SAND CREEK TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Sand Creek Telephone Company, a Michigan corporation, ("SAND CREEK").

SECTION I
<u>Scope</u>

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the SAND CREEK exchanges listed in <u>Exhibit A</u>.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of SAND CREEK's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate SAND CREEK for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
<u>Basis of Compensation</u>

2.1 Compensation for the use of SAND CREEK's telephone listing data for the provisioning of FNPA DA shall be as described in <u>Exhibit B</u>.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to SAND CREEK's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to SAND CREEK's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in <u>Exhibit B</u>. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate SAND CREEK as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to SAND CREEK. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, SAND CREEK shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 SAND CREEK shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Sand Creek Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Sand Creek Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Sand Creek Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Neil Peorcy

Title Manager

Date 5/26/93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 26TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brickmeier

Title:

Date: 8/2/93,

Sand Creek Telephone Company

By: Neil Searcy

Title: Manager

Date: 5/26/93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Sand Creek Telephone Company

NPA	NXX	Exchange
517	436	Sand Creek

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Sand Creek Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Sand Creek Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
SPRINGPORT TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Springport Telephone Company, a Michigan corporation, ("SPRINGPORT").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the SPRINGPORT exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of SPRINGPORT's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate SPRINGPORT for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of SPRINGPORT's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to SPRINGPORT's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to SPRINGPORT's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate SPRINGPORT as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to SPRINGPORT. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, SPRINGPORT shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 SPRINGPORT shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Springport Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Springport Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Springport Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Wm Hammond

Title General Manager

Date June 21, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 21RST day of June, 1993.

GTE NORTH INCORPORATED

By: J J Buchmann

Title:

Date: 8/2/93

Springport Telephone Company

By: Wm Hammond

Title: General Manager

Date: June 21, 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

SPRINGPORT TELEPHONE COMPANY

NPA	NXX	EXCHANGE
517	857	Springport

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Springport Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Springport Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
COMMUNICATION CORPORATION OF MICHIGAN
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Communication Corporation of Michigan, a Michigan corporation, ("CCM").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the CCM exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of CCM's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate CCM for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of CCM's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to CCM's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to CCM's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate CCM as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to CCM. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, CCM shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 CCM shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Communication Corporation of Michigan hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Communication Corporation of Michigan agrees that if it is currently providing this data to GTEN, it will continue to do so. Communication Corporation of Michigan agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By James A. Liban

Title President

Date May 11, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brickmeier

Title:

Date: 8/2/93

Communication Corporation of Michigan

By: James A. Lefar

Title: PRESIDENT

Date: May 11, 1993

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Communication Corporation of Michigan

NPA	NXX	Exchange
517	445	Clayton

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Communication Corporation of Michigan's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Communication Corporation of Michigan's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
ISLAND TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Island Telephone Company, a Michigan corporation, ("ISLAND").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the ISLAND exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of ISLAND's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate ISLAND for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of ISLAND's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to ISLAND's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to ISLAND's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate ISLAND as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to ISLAND. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, ISLAND shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 ISLAND shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII

Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Island Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Island Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Island Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By James A Kiefer [signature]

Title President

Date May 11, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J. J. Brickner

Title:

Date: 8/2/93

Island Telephone Company

By: James A. Geban

Title: PRESIDENT

Date: May 11, 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

ISLAND TELEPHONE COMPANY

NPA	NXX	EXCHANGE
618	264	St. James
618	275	Bois Blanc

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Island Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Island Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
SHIAWASSEE TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Shiawassee Telephone Company, a Michigan corporation, ("SHIAWASSEE").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the SHIAWASSEE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of SHIAWASSEE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate SHIAWASSEE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of SHIAWASSEE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to SHIAWASSEE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to SHIAWASSEE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate SHIAWASSEE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to SHIAWASSEE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, SHIAWASSEE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 SHIAWASSEE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Shiawassee Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Shiawassee Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Shiawassee Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By James A. Lubar

Title Vice President

Date May 11, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brinkmeier

Title:

Date: 8/2/93

Shiawassee Telephone Company

By: James A Gibson

Title: VICE-PRESIDENT

Date: May 11, 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

SHIAWASSEE TELEPHONE COMPANY

NPA	NXX	EXCHANGE
517	468	Bell Oak
517	625	Perry
517	675	Shaftsburg

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Shiawassee Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Shiawassee Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
WOLVERINE TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Wolverine Telephone Company, a Michigan corporation, ("WOLVERINE").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the WOLVERINE exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of WOLVERINE's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate WOLVERINE for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of WOLVERINE's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to WOLVERINE's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to WOLVERINE's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate WOLVERINE as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to WOLVERINE. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, WOLVERINE shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 WOLVERINE shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII
Release

8.1 Wolverine Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Wolverine Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Wolverine Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By ______________________

Title Vice-President

Date May 11, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 11TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Brichmeier

Title:

Date: 8/2/93

Wolverine Telephone Company

By: James A Gibson

Title: Vice-President

Date: May 11, 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

WOLVERINE TELEPHONE COMPANY

NPA	NXX	EXCHANGE
517	795	Fortoria
517	871	Millington
517	659	Munger
517	687	Sanford

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Wolverine Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Wolverine Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
UPPER PENINSULA TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Upper Peninsula Telephone Company, a Michigan corporation, ("UPPER PENINSULA").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the UPPER PENINSULA exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of UPPER PENINSULA's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate UPPER PENINSULA for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of UPPER PENINSULA's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to UPPER PENINSULA's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to UPPER PENINSULA's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate UPPER PENINSULA as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to UPPER PENINSULA. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, UPPER PENINSULA shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 UPPER PENINSULA shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
<u>Indemnification</u>

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
<u>Binding Effect</u>

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Upper Peninsula Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Upper Peninsula Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Upper Peninsula Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Calvin E. Matthews

Title Vice President

Date June 16, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 16th day of June, 1993.

GTE NORTH INCORPORATED

By: J J Buchman

Title:

Date: 8/2/93

Upper Peninsula Telephone Company

By: Calvin E. Matthews

Title: Vice President

Date: June 16, 1993

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Upper Peninsula Telephone Company

NPA	NXX	Exchange
517	939	Chester
517	938	Grace Harbor
517	925	Manistee River

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Upper Peninsula Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Upper Peninsula Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
WALDRON TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Waldron Telephone Company, a Michigan corporation, ("WALDRON").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the WALDRON exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of WALDRON's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate WALDRON for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of WALDRON's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to WALDRON's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to WALDRON's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate WALDRON as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to WALDRON. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, WALDRON shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 WALDRON shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII

Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Waldron Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Waldron Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Waldron Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By [illegible]

Title President

Date May 20, 1993

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 20TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Biedmeller

Title:

Date: 8/2/93

Waldron Telephone Company

By: Kathryn R. Fox

Title: President

Date: May 20, 1993

Exhibit A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

WALDRON TELEPHONE COMPANY

NPA	NXX	EXCHANGE
517	286	Waldron

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of	$ ________.06 per query or
Waldron Telephone Company's subscribers	$ 10.00 per month,
	whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Waldron Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
WESTPHALIA TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Westphalia Telephone Company, a Michigan corporation, ("WESTPHALIA").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the WESTPHALIA exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of WESTPHALIA's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate WESTPHALIA for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of WESTPHALIA's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to WESTPHALIA's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to WESTPHALIA's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate WESTPHALIA as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to WESTPHALIA. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, WESTPHALIA shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 WESTPHALIA shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Westphalia Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Westphalia Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Westphalia Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By David H Fox

Title Vice President

Date 5-4-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 4TH day of May, 1993.

GTE NORTH INCORPORATED

By: J. J. Seidmueller

Title:

Date: 8/2/93

Westphalia Telephone Company

By: David H. Fox

Title: Vice President

Date: 5-4-93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Westphalia Telephone Company

NPA	NXX	Exchange
517	587	Westphalia

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of Westphalia Telephone Company's subscribers	$ ________.06 per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Westphalia Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.

AGREEMENT BY AND BETWEEN
GTE NORTH INCORPORATED
AND
WINN TELEPHONE COMPANY
FOR FOREIGN NUMBER PLAN AREA
DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement (the "Agreement") dated January 6, 1993, is made between GTE North Incorporated, a Wisconsin corporation ("GTEN"), and Winn Telephone Company, a Michigan corporation, ("WINN").

SECTION I
Scope

1.1 GTEN owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the WINN exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by GTEN to provide directory assistance service for published listings to individuals who call GTEN's Directory Assistance offices for the telephone number (or telephone number and address) of WINN's subscribers.

1.3 Among those directory assistance calls received at GTEN's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, GTEN will compensate WINN for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II
Basis of Compensation

2.1 Compensation for the use of WINN's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to WINN's telephone listing data if and when available, or, otherwise b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to WINN's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B. GTEN will compensate you for the use of listings by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day. Queries will be reported by NPA, if technically feasible. GTEN's intent is to pay you on a monthly basis, however, Quarterly or Annual statements may be appropriate and agreed to by the companies.

SECTION III
Miscellaneous Provisions

3.1 If GTEN should fail to compensate WINN as described herein (monthly, quarterly or annually as agreed to), a late payment penalty ("Penalty") shall be due to WINN. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Bank N.A., Chicago, Illinois, at its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by GTEN, WINN shall, within thirty (30) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Errors or omissions in the reporting of compensation amounts shall be adjusted retroactively. Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2. Interest shall apply to any retroactive adjustment resulting from errors or omissions.

3.4 This agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV
Audit

4.1 WINN shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V
Term and Termination

5.1 This Agreement shall be effective January 6, 1993, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI
Indemnification

6.1 Each party hereto ("first party") shall indemnify, protect, save harmless and, at the indemnified party's option, defend the other party hereto from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgement by a third party based upon any actual error or omission of the first party relating to this Agreement; provided, however, the first party shall have no obligation to indemnify the other party hereunder for any error or omission occurring beyond the first party's control or without its fault or negligence.

6.2 Neither party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

6.3 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other party for special, incidental or consequential damages.

SECTION VII
Binding Effect

7.1 This Agreement shall be binding upon the parties hereto and their respective successors.

SECTION VIII

Release

8.1 Winn Telephone Company hereby authorizes Michigan Bell Telephone Company to provide GTE North Incorporated with current and future revised and/or updated data for the purpose of permitting GTEN to use the information for the provision of FNPA DA. Winn Telephone Company agrees that if it is currently providing this data to GTEN, it will continue to do so. Winn Telephone Company agrees that this release will not modify its contractual agreement with any other companies and it will not receive additional compensation for the release of this information.

By Leslie Jenkins

Title General Manager

Date 5-4-93

SECTION IX

9.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 4TH day of May, 1993.

GTE NORTH INCORPORATED

By: J J Birchmeier

Title:

Date: 8/2/93

Winn Telephone Company

By: Leslie Jenkins

Title: General Manager

Date: 5-4-93

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY ASSISTANCE

(FNPA DA)

Winn Telephone Company

NPA	NXX	Exchange
517	866	Winn

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA	Compensation
Telephone listing data of Winn Telephone Company's subscribers	$ ________.06 per query or $ 10.00 per month, whichever is greater*

* Queries received at GTE North Incorporated Directory Assistance offices for Winn Telephone Company's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base. Compensation shall only be due when GTEN has a valid contract with a customer for FNPA Directory Assistance Service.