AMENDMENT TO INTERCONNECTION AGREEMENT

This Amendment to Interconnection Agreement is made by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan ("Ameritech") andAirtouch Paging ("Carrier").

WHEREAS, Ameritech and Carrier (collectively, the "Parties") have entered into an Agreement known as "Interconnection Agreement for a Paging System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated May 11, 1999 ("Interconnection Agreement"); and

WHEREAS, the Parties desire to amend the Interconnection Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier agree as follows:

1. The Interconnection Agreement is hereby amended to include the following as Section 7.3.

> 7.3. Carrier has provided to Ameritech a confidential diagram of the network architecture of Carrier's messaging network, together with a confidential forward-looking, long run incremental cost study performed by Carrier and Carrier's cost experts. Ameritech and its experts have analyzed and reviewed the network diagram and the cost study with Carrier and Carrier's experts and Ameritech has agreed that Carrier shall be compensated for the transport and termination of Land to Mobile Local Traffic at the rate of $.0051 per minute of use. This rate is specifically based upon the unique network architecture, network equipment and costs of Carrier's messaging network, as reflected in information provided by Carrier to Ameritech, as well as information otherwise known to Ameritech.
>
> Based upon Carrier's unique network configuration, including the generally separate routing of toll free (e.g., "800", "888" and "877") Land to Mobile traffic over separate facilities obtained by Carrier, the significant degree to which Carrier has established direct connections with other carriers for Land to Mobile Traffic and the coverage of Carrier's messaging frequencies in relation to MTA boundaries, for purposes of this Agreement only, the traffic included in Section 7.1 (a) through (f) in the Interconnection Agreement shall be considered to be five percent (5%) of the Land to Mobile traffic from Ameritech to Carrier over the Interconnection Facilities and Ameritech shall compensate Carrier for ninety-five percent (95%) of all calls delivered by Ameritech to Carrier over the Interconnection Facilities.

2. All other terms and conditions of the Interconnection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties set forth below.

AIRTOUCH PAGING

By: _____

Name: GARY D. CUCCIO

Title: PRESIDENT

Date: 04 JUNE 1999

AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan

By: _____
Karen S. Vessely

Name: Karen S. Vessely

Title: President

Date: 6-2-99

APPROVED AS TO FORM

LEGAL REVIEW COMPLETE
BY: _____