

ORIGINAL

Agreement Between BellSouth Telecommunications, Inc. and GTE Long Distance Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between **BellSouth Telecommunications, Inc.**, ("BellSouth or Company"), a Georgia corporation, and **GTE Card Services Incorporated d/b/a GTE Long Distance** ("GTE or Reseller"), a Delaware corporation, and shall be deemed effective as of September 1, 1997.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Kentucky; and

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be one (1) year beginning September 1, 1997 and shall apply to all of BellSouth's serving territory as of the effective date of this agreement, in the state of Kentucky.

B. This Agreement shall be automatically renewed for two additional one-year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 90 days prior to the end of the initial one year contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated. During any contract term beyond the initial one-year term, either party may terminate this Agreement for any reason by notifying the other party in writing at least ninety (90) days in advance of such termination.

C. The rates pursuant to which Reseller may elect to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

A. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.

B. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

C. **END USER** means the ultimate user of the telecommunications services.

D. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.

E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

F. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

G. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

I. SERVICE refers to all retail telecommunication services available for resale from BellSouth's General Subscriber Services tariff and Private Line Tariff.

III. General Provisions

A. GTE may resell all tariffed local exchange and toll telecommunications services of BellSouth subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. BellSouth shall make available those services BellSouth is required to make available in Kentucky as a result of any order (from generic docket or as a result of an arbitration award) of the Kentucky Commission relating to resale and shall make available any other service BellSouth is making available to any other reseller in Kentucky, subject to any further restrictions as a result of final commission order and if a stay is granted, after all remedies have been exhausted by either Party. If no stay is granted, the service(s) shall be available as of the date set forth in the order of the Commission. BellSouth shall make available to GTE to sell to its End Users, without the wholesale discount, voice messaging service and inside wire maintenance plan.

B. Reseller may resell services only within the specific resale service area as defined in its certificate.

C. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

D. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

E. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

F. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

G. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

H. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

I. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.

J. The Company and Reseller agree not to interfere with the right of any person or entity to obtain service directly from the Company or Reseller.

K. Telephone numbers are assigned to the service furnished. GTE has no property right to the telephone number or any other call designation associated with service furnished by the Company and has no right to the continuance of service through a particular central office. Subject to applicable federal and state law, rule or regulation or state commission order, the Company reserves the right to change such numbers, or the central office designation associated with such numbers or both, whenever the Company deems it necessary to do so in the conduct of its business. Notwithstanding the foregoing, GTE does not waive its right to local number portability for local resale in accordance with the requirements of the Act.

L. The Company may provide any service or facility for which a charge is not established herein to end user, as long as it is offered on the same terms to Reseller at the applicable discount rate.

M. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

N. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

O. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

P. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

Q. The Company and Reseller shall handle law enforcement requests as follows:

1. Intercept devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, it shall refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap and trace or form of intercept on the Company's facilities, in which case the Company shall comply with any valid request, and shall notify the Reseller's Security Organization.

2. Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request.

3. Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party, the receiving Party will notify the other Party, and comply so long as it is a valid emergency request. In the case of the Reseller, the Reseller shall refer such request to the Company and Company shall honor such request in accordance with this paragraph. However, neither party shall be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims, assuming such compliance is in accordance with correct procedures.

The Company will bill Reseller reasonably identifiable and demonstrable charges for implementing any requests by law enforcement agencies regarding Reseller end users.

R. The characteristics and methods of operation of any circuits, facilities or equipment provided by Reseller shall not knowingly:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to Company's plant;

3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

Once notice of such event is provided to Reseller, Reseller shall immediately discontinue the use of the circuits, facilities or equipment causing the damage.

S. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by the Company.

T. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

U. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

V. BellSouth will provide customer record information to the Reseller provided the Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, telephone or by electronic interface.

Each Party will bear its own share of the cost of developing and implementing such systems and processes developed for the benefit and use of all carriers. Reseller agrees to compensate BellSouth for all BellSouth-incurred expenditures associated with a system or process developed exclusively for Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as set forth in the current General Subscriber Service Tariff, Section A2 and the Private Line Service Tariff, Section B2 shall apply.

V. Maintenance of Services

A. Both Parties agree to work cooperatively to adopt mutually agreeable standards for maintenance and installation of service, which may be addressed as mutually agreed in BellSouth's forthcoming Work Center Interface Agreement.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company. BellSouth will provide to GTELD the capability to meet standards or

other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

D. The Company and Reseller accept the responsibility of notifying the Company of situations that arise that may result in a service problem.

E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The Parties agree to provide one another with toll-free contact numbers for such purposes.

F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes. If the Company should need to contact Reseller's customers, the Company shall state that it is representing GTE.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for current customers for the appropriate class of service will apply and standard service order intervals for installations shall apply. Such service intervals shall be at parity with those intervals provided to the Company's end users.

D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41

These charges will be removed if Reseller provides satisfactory proof of authorization.

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such security deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill GTE on a current basis all applicable charges and credits. The bill provided by Company to GTE shall include sufficient data to (i) enable GTE to bill all charges to its End Users in a timely manner and (ii) reconcile the billed charges with the usage data.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The payment will be due thirty (30) calendar days from the invoice date set forth on each invoice to Reseller ("Due Date"), or twenty (20) calendar days from the receipt of the bill, whichever is later, and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in J. following, shall apply.

F. Reseller and Company shall work diligently to resolve billing disputes and claims within sixty (60) days of the date that Reseller notified Company that a billing discrepancy existed. If Reseller disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment

charges as set forth in Section J. following, if the dispute is resolved in the Company's favor. If Reseller disputes a charge which has been paid and the dispute is resolved in the Reseller's favor, the Company will credit the bill of the Reseller for the amount of the disputed charge and any late payment charge that has been assessed.

G. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

H. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in the current General Subscriber Service Tariff, Section A2 and the Private Line Service Tariff, Section B2.

K. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

L. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

M. Pursuant to 47 CFR Section 51.617, the Company will bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential (a) Each Individual Line or Trunk	\$3.50
2.	Single Line Business (b) Each Individual Line or Trunk	\$3.50
3.	Multi-line Business (c) Each Individual Line or Trunk	\$6.00

N. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Fraud Procedures

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be implemented so as not to unduly burden or harm one Party as compared to the other.

IX. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide upon written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If Reseller fails to comply with the provisions of this Agreement, including any undisputed payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish

service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

X. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company (hereinafter "affected service"), occurring in the course of furnishing service or other facilities (and not caused by the negligence or willful misconduct of Company or of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision), shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period during which such affected service occurs. The Company shall not be liable for damage arising out of the affected service or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, caused by Reseller-provided equipment (except where a contributing cause is the malfunctioning of Company-provided connection equipment, in which event the liability of the Company shall not exceed an amount equal to a proportionate amount of the Company billing for the period during which such affected service or injury occurs).

B. Each party shall indemnify and save harmless the other against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorney's fees, on account thereof) of whatever kind or nature that may be made by any third party and which are proximately caused by the negligence or willful misconduct of the indemnifying party in connection with its performance under this Agreement.

C. Reseller accepts responsibility for providing access to its facilities for maintenance purposes of any service resold under the provisions of this Agreement.

D. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF GOODWILL OR LOSS OF CUSTOMERS, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED, OR DONE HEREUNDER, WHETHER ARISING IN CONTRACT OR TORT. IN ADDITION, IN NO EVENT SHALL RESELLER'S LIABILITY TO COMPANY EXCEED AN AMOUNT BEYOND THAT FOR SERVICES UTILIZED BY RESELLER.

XI. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) is required to be disclosed pursuant to a subpoena or other process or order issued by a court or

administrative agency having appropriate jurisdiction, provided however, that the recipient shall give prior notice to the providing Party and shall reasonably cooperate if the providing Party deems it necessary to seek protective arrangements.

XII. Alternative Resolution of Disputes

All disputes, claims, or disagreements (collectively "Disputes") arising under or related to this agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 1. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any GTE Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 1.

XIII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles. In addition, this Agreement is subject to the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th US Congress effective February 8, 1996, and as may be subsequently amended.

XVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVII. More Favorable Provisions

A. The parties agree that if ---

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission decision, rule, regulation or preemption giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Agreement") which provides for the provision within the state of Florida of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered such Other Agreement to Reseller in its entirety. In the event that Reseller accepts such offer within sixty (60) days after the Commission approves such Other Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after Reseller acquires actual knowledge of an Other Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Reseller as of the effective date of such Other Agreement. In the event that Reseller accepts such offer more than sixty (60) days after the Commission approves such Other Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission enters an order (a "Resale Order") requiring BellSouth to provide within the state of Florida any of the arrangements covered by this agreement upon Other Terms, then upon such Resale Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Reseller upon such Other Terms, in their entirety, which Reseller may only accept in their entirety, as provided in Section XVII.E. In the event that Reseller accepts such offer within sixty (60) days after the date on which such Resale Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Reseller as of the effective date of such Resale Order. In the event that Reseller accepts such offer more than sixty (60) days after the date on which such Resale Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate tariffs (each, a "Resale Tariff") offering to provide within the state of Florida any of the arrangements covered by this Agreement upon Other Terms, then upon such Resale Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Reseller upon such Other Terms, which Reseller may accept as provided in Section XVII.E. In the event that Reseller accepts such offer within sixty (60) days after the date on which such Resale Tariff becomes effective, such Other Terms shall be effective between BellSouth and Reseller as of the effective date of such Resale Tariff. In the event that Reseller accepts such offer more than sixty (60) days after the date on which such Resale Tariff becomes effective, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

E. The terms of this Agreement, other than those affected by the Other Terms accepted by Reseller, shall remain in full force and effect.

F. **Corrective Payment.** In the event that --

1. BellSouth and Reseller revise this Agreement pursuant to Section XVII.A, or
2. Reseller accepts a deemed offer of an Other Agreement or Other Terms, then BellSouth or Reseller, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or Reseller accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team

Room E4E1

3535 Colonnade Parkway

Birmingham, AL 35243

GTE

5221 N. O'Connor, East Tower

14th Floor

Irving, TX 75039

Attention: Director - Contract Management

Facsimile: (972) 717-8515

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XIX. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XX. Audits and Inspections

A. Subject to Company's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Reseller may audit Company's books, records, and data once in each Contract Year for the purpose of evaluating the accuracy of Company's billing and invoicing for services provided by Company to Reseller hereunder. Reseller may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to Company.

B. Subject to Reseller's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Company may audit Reseller's books, records, and data once in each Contract Year for the purpose of evaluating the authenticity of use under Section IV.A. of this Agreement. Company may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to Reseller.

C. Company shall promptly correct any billing or invoicing errors that are revealed in an audit, including making refund of any overpayment in the form of a credit, or payment of any under payment in the form of a debit, on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternative Resolution of Disputes procedures described in Section XII and Attachment I.

D. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of each Party's billing and invoicing to the other Party.

E. Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Party being audited under this Agreement during the period covered by this audit.

F. Audits shall be at the requesting party's expense, subject to reimbursement by the audited Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the requesting party hereunder by an amount that is, on an annualized basis, greater than two (2%) percent of the aggregate charges to the requesting Party under this Agreement during the period covered by the audit.

G. Upon (i) the discovery of a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the requesting Party the amount of any overpayment, plus interest at the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late charge payment charges.

H. Upon (i) the discovery by either Party of underpayments not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly pay the other Party the amount of any underpayment, plus interest at the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made.

XXI. Assignment Provision

A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliates may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Reseller or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys. Notwithstanding the foregoing, Either Party may assign this agreement to an affiliate without the other party's Prior written consent.

XXII. Performance Measurement

In providing Services and Elements, BellSouth will provide GTE with the quality of service BellSouth provides itself, a subsidiary, an Affiliate or any other party. BellSouth's performance under this Agreement shall provide GTE with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the Parties agree to make best efforts to mutually agree to specific quality measurements within 30 days of the approval of this Agreement, or as mutually agreed to by the Parties.

XXIII. OLEC Daily Usage File Agreement

The OLEC Daily Usage File (ODUF) Agreement, Attachment 2, is incorporated into this Agreement by this reference.

XXIV. Line Information Data Base Agreement

The Line Information Data Base (LIDB) Agreement, Attachment 3, is incorporated into this Agreement by this reference.

XXV. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY: _____

Signature

NAME: Jerry D. Hendrix

Printed Name

TITLE: Director

GTE Card Services, Inc. d/b/a GTE Long Distance

BY: _____

Signature

NAME: DEBRA R. COVEY

Printed Name

TITLE: VICE PRESIDENT
OPERATIONS Support

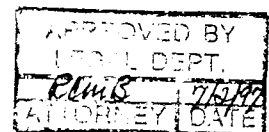


EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	DISCOUNT	<u>BUSINESS</u>
KENTUCKY	16.79%		15.54%

EXHIBIT B

KENTUCKY

<u>TYPE OF SERVICE</u>	<u>RESALE?</u>	<u>DISCOUNT?</u>
1. Grandfathered Services	Yes	Yes
2. Contract Service Arrangements	Yes	No
3. Promotions - > 90 days	Yes	Yes
4. Promotions - < 90 Days	No	No
5. Lifeline/Link Up Services	Yes	Yes
6. 911/E911 Services	Yes	Yes
7. N11 Services	No	No
8. Non-Recurring Charges	Yes	Yes

Additional Comments:

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 **Promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 **Lifeline/Link Up** srvcies may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.

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ALTERNATIVE DISPUTE RESOLUTION

1. Purpose

Attachment 1 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and GTE arising under this Agreement.

2. Exclusive Remedy

2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and GTE arising under or related to this Agreement including its breach. Except as provided herein, BellSouth and GTE hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto.

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 1, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 1 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.

3. Informal Resolution of Disputes

3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and GTE for resolution to an Inter-Company Review Board consisting of one representative from GTE at the Director-or-above level and one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).

3.2 The Parties may enter into a settlement of any dispute at any time.

4. Initiation of an Arbitration

If the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").

5. Governing Rules for Arbitration

5.1 The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.

6. **Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process**

- 6.1 Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.
- 6.2 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.
- 6.3 In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

7. **Duties and Powers of the Arbitrators**

The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section X of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.

8. **Discovery and Proceedings**

- 8.1 BellSouth and GTE shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either BellSouth or GTE may request a joint meeting or conference call with the Arbitrators. The Arbitrators shall resolve any disputes between BellSouth and GTE, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.
- 8.2 The Parties shall facilitate the arbitration by: (i) making available to one another and to the Arbitrators, on as expedited a basis as is practicable, for examination, deposition, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the CPR Rules or by the Arbitrators for submission of evidence or briefs.

9. **Resolution of Disputes Affecting Service**

9.1 **Appointment and Removal of Arbitrator**

- 9.1.1 A sole Arbitrator will preside over each dispute submitted for arbitration under this Section 9.
- 9.1.2 The Parties shall appoint three (3) Arbitrators who will serve for the term of this Agreement, unless removed pursuant to Section 9.1.3 of this Attachment 1. The appointment and the order in which

Arbitrators shall preside over Disputes Affecting Service will be made by mutual agreement in writing within thirty (30) days after the Effective Date.

9.1.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

9.1.4 In the event that an Arbitrator resigns, is removed pursuant to Section 9.1.3 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the Arbitrator whose name appears next in the alphabet.

9.2 **Initiation of Disputes Affecting Service Process.**

9.2.1 A proceeding for arbitration under this Section 9 will be commenced by a Party ("Complaining Party") after following the process provided for in Section 4 of this Attachment 1 by filing a complaint with the Arbitrator and simultaneously providing a copy to the other Party ("Complaint").

9.2.2 Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its customers.

9.2.3 A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.

9.3 **Response to Complaint**

A response to the Complaint must be filed within five (5) business days after service of the Complaint.

9.4 **Reply to Complaint**

A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.

9.5 **Discovery**

The Parties shall cooperate on discovery matters as provided in Section 8 of this Attachment 1, but following expedited procedures.

9.6 **Hearing**

9.6.1 The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

9.6.2 The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.

- 9.6.3 The Parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- 9.6.4 Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

9.7 **Decision**

- 9.7.1 The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- 9.7.2 The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.

10. **Privileges**

- 10.1 Although conformity to certain legal rules of evidence may not be necessary in connection arbitrations initiated pursuant to this Attachment, the Arbitrators shall, in all cases, apply the attorney-client privilege and the work product immunity.
- 10.2 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrators of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 1.

11. **Location of Hearing**

Unless both Parties agree otherwise, any hearing under this Attachment 1 shall take place in the represented state.

12. **Decision**

The Arbitrator(s) decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision. Except for Disputes Affecting Service, the Arbitrators shall make their decision within ninety (90) days of the initiation of proceedings pursuant to Section 4 of this Attachment, unless the Parties mutually agree otherwise.

13. **Fees**

- 13.1 The Arbitrator(s) fees and expenses that are directly related to a particular proceeding shall be paid by the losing Party. In cases where the Arbitrator(s) determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator(s) shall, in his or her discretion, apportion expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding shall be shared equally. In the event that the Parties settle a dispute before the Arbitrator(s) reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator(s)' fees for the particular proceeding will be apportioned.

- 13.2 In an action to enforce or confirm a decision of the Arbitrator(s), the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses.

14. **Confidentiality**

- 14.1 BellSouth, GTE, and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

- 14.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator(s) shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

- 14.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section XI of the General Terms and Conditions of the Agreement. However, nothing in Section XI of the General Terms and Conditions of the Agreement shall be construed to prevent either Party from disclosing the other Party's Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrators may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

15. **Service of Process**

Except as provided in Section 9.2.1 of this Attachment 1, service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class U.S. mail; (iii) the next business day if sent by overnight courier service; or (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.

- 15.1 Service by GTE to BellSouth and by BellSouth to GTE at the address designated for delivery of notices in this Agreement shall be deemed to be service to BellSouth or GTE, respectively.

Contract Provisions for OLEC Daily Usage File

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This agreement shall apply to the service of the Daily Usage File (DUF) as provided by BellSouth to the OLEC. The specifications, terms and conditions for the provisions of this service are outlined in the Exhibit to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Compensation is the amount of money due from the OLEC to BellSouth for services provided under this Agreement.
- B. Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an OLEC.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data within the telecommunications industry.
- D. Message Distribution is routing determination and subsequent delivery of message data from one company to another.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 Daily Usage File service provided to the OLEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The OLEC shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the OLEC on a monthly basis in arrears. Amounts due from the OLEC to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement.

SECTION 5. ASSOCIATED EXHIBIT

- 5.01 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

Exhibit A OLEC Daily Usage File (ODUF)

- 5.02 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit, superseding and canceling the Exhibit(s) then in effect.

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit provides the technical specifications, terms and conditions, including compensation, under which BellSouth shall provide the message distribution service via the OLEC Daily Usage File.

BELLSOUTH TELECOMMUNICATIONS, INC.
OLEC DAILY USAGE FEED (ODUF) SPECIFICATIONS

ISSUE 1.0

General

An OLEC Daily Usage File (hereafter referred to as "ODUF") is available. ODUF will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an OLEC customer. ODUF also includes operator handled calls originating from OLEC subscriber lines, for those OLECs who purchase Operator Services from BellSouth.

ODUF is available for both Facilities-based OLECs and Resellers. The service is provided under contract with the following rates applicable:

- \$0.008 per message - Recording Service (only applied to unbundled operator services messages)
- \$0.004 per message - Message Distribution
- \$0.001 per message - Data Transmission

Charges for delivery of the usage data will appear as an OC&C item on the OLECs' monthly bills.

ODUF will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

Messages that error in the billing system of the OLEC will be the responsibility of the OLEC. If, however, the OLEC should encounter significant volumes of errored messages that prevent processing by the OLEC within its systems, BellSouth will work with the OLEC to determine the source of the errors and the appropriate resolution.

NOTE: It may be determined that the source is outside of BellSouth's control and the appropriate resolution does not involve BellSouth.

The purpose of this document is to provide basic file specifications and general information to the OLECs doing business with BellSouth.

File Specifications

Usage To Be Transmitted

The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable intraLATA Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

Duplicate Record Checking

BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to the OLEC.

In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

Physical File Characteristics

General

ODUF will be distributed to the OLEC via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). ODUF will be a variable block format (2476) with an LRECL of 2472. The data on ODUF will be in a non-compacted EMR format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). ODUF will contain packed data as detailed on the next page.

Data circuits (private line or dial-up) may be required between BellSouth and the OLEC for the purpose of data transmission. Where a dedicated line is required, the OLEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The OLEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the OLEC. Additionally, all message toll charges associated with the use of the dial circuit by the OLEC will be the responsibility of the OLEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on the OLEC end for the purpose of data transmission will be the responsibility of the OLEC.

Packing Specifications

A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to the OLEC which BellSouth RAO that is sending the message. BellSouth and the OLEC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by the OLEC and resend the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Rejection

The OLEC will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard Bellcore EMR Error Codes will be used. The OLEC will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to the OLEC by BellSouth.

Control Data

The OLEC will send confirmation of records received from BellSouth as mutually agreed upon. Both Parties agree to make best efforts to develop confirmation procedures in which Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by the OLEC for reasons stated in the above section. See attachment A for an example of a confirmation record layout.

Testing

BellSouth will perform external testing with each OLEC prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and each OLEC during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

Attachment A**ODUF Confirmation Record (RIPC03)**

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	
Amount of Accepted Revenue	90-99	9(8).99	
filler	100	9(1)	
Number of Rejected Messages	101-107	9(7)	
Amount of Rejected Revenue	108-117	9(8).99	
filler	118-137	9(20)	
Pack Status Code	138-139	9(2)	
Return Code 1	140-141	x(2)	
Return Code 2	142-143	x(2)	
Return Code 3	144-145	x(2)	
Return Code 4	146-147	x(2)	
Return Code 5	148-149	x(2)	
Return Code 6	150-151	x(2)	
Return Code 7	152-153	x(2)	
Return Code 8	154-155	x(2)	
Return Code 9	156-157	x(2)	
Return code 10	158-159	x(2)	
filler	160-175	x(16)	

BellSouth is pursuing approval of this record by BellCore as a Standard EMR record.

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of GTE and pursuant to which BST, its LIDB customers and GTE shall have access to such information. GTE understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of GTE, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. GTE understands and agrees BST will administer all data stored in the LIDB, including the data provided by GTE pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to GTE for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

GTE understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. GTE further

understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, GTE understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on GTE's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate GTE's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) GTE agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for GTE's end user accounts which are resident in LIDB pursuant to this Agreement. GTE authorizes BST to place such charges on GTE's bill from BST and agrees that it shall pay all such charges. Charges for which GTE hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) GTE shall have the responsibility to render a billing statement to its end users for these charges, but GTE's obligation to pay BST for the charges billed shall be independent of whether GTE is able or not to collect from GTE's end users.

(d) BST shall not become involved in any disputes between GTE and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to GTE. It shall be the responsibility of GTE and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of September 1, 1997, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. GTE will not be charged a fee for storage services provided by BST to GTE, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by GTE. GTE shall have the right to have BST contest with the imposing jurisdiction, at GTE's expense, any such taxes that GTE deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. GTE agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and GTE further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between GTE and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

(Resale)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. GENERAL

This Addendum sets forth the terms and conditions for GTE's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by GTE, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by GTE.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by GTE.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. GTE will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of GTE's individual end users. In the event that GTE wants to include calling card numbers assigned by GTE in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether GTE has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by GTE, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

AMENDMENT ONE

ORIGINAL

TO

KENTUCKY RESALE AGREEMENT BETWEEN
GTE LONG DISTANCE AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED SEPTEMBER 1, 1997

Pursuant to this amendment (the "Amendment"), GTE Communications Corporation, formerly known as GTE Long Distance ("GTE") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated September 1, 1997 ("Resale Agreement").

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

1. The Parties agree that the Agreement be modified to change the name of GTE Card Services Incorporated d/b/a GTE Long Distance to GTE Communications Corporation.
2. The Parties agree that all of the other provisions of the Resale Agreement, dated September 1, 1997, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

GTE COMMUNICATIONS CORPORATION

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Debra R. Covey

By: Jerry D. Hendrix

Name: DEBRA R. COVEY

Name: Jerry D. Hendrix

Title: VICE PRESIDENT
OPERATIONS SUPPORT

Title: Director

Date: 11/12/97

Date: 11/18/97

APPROVED AS TO FORM AND LEGALITY
DUPLICATE ORIGINAL [Signature]
Attorney, GTE

Date: 11/5/97