

**SALES AND MARKETING AGREEMENT
AMENDMENT NO. 13**

This Amendment No. 13 to the Sales and Marketing Agreement ("Amendment") is hereby made on this 2nd day of May, 2007, by and among the Verizon Telephone Operating Companies ("Verizon") listed in Attachment A, with an address for this Agreement at 600 Hidden Ridge, Irving, Texas 75038, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, a Delaware corporation with offices at 1320 N. Courthouse Road, Arlington, Virginia, 22201 ("VLD") and NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions, a Delaware corporation with offices at 1320 N. Courthouse Road, Arlington, Virginia, 22201 ("VES") (hereinafter VLD and VES are referred to collectively or individually as "VZ LD Companies"). Verizon and the VZ LD Companies are hereinafter referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, the Parties entered into the Sales and Marketing Agreement on June 1, 2001, which has been amended by Amendments 1 through 12 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement further to revise and add compensation terms related to the marketing and sale of VZ LD Companies' services; and

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties, intending to be legally bound hereby, agree to amend the Agreement as follows:

1. The Parties hereby add to APPENDIX B: COMPENSATION SALES AND MARKETING SERVICES, 1. VERIZON PLUS™ RATES, H. Sales, Ordering and Customer Inquiry Service - Direct TV which is incorporated into this Amendment by reference.
2. The Parties hereby add to APPENDIX B: COMPENSATION SALES AND MARKETING SERVICES, 2. CONSUMER SALES AND SOLUTIONS CENTER RATES, L. Sales, Ordering and Customer Inquiry Service - Direct TV which is incorporated into this Amendment by reference.
3. To the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both parties to this Amendment requires that the Agreement or subsequent amendment be filed with or approved by such regulatory agency before the Agreement or amendment may be effective, this Amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.
4. Except as set forth in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 13 to the Sales and Marketing Agreement to be signed by their duly authorized representatives to be effective as of the date first written above.

**BELL ATLANTIC COMMUNICATIONS, INC.
D/B/A VERIZON LONG DISTANCE AND
NYNEX LONG DISTANCE COMPANY D/B/A
VERIZON ENTERPRISE SOLUTIONS**

By: Vincent J Woodbury

**Name: Vincent J. Woodbury
Title: Vice President -
Bell Atlantic Communications, Inc.
d/b/a Verizon Long Distance and
NYNEX Long Distance Company
d/b/a Verizon Enterprise Solutions**

**VERIZON TELEPHONE OPERATING
COMPANIES**

By: _____

**Name: Jeanmarie Milla
Title: Vice President -
Retail Markets Sales Operation Support**

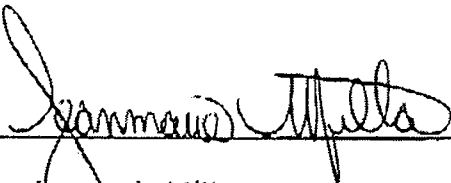
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**BELL ATLANTIC COMMUNICATIONS, INC.
D/B/A VERIZON LONG DISTANCE AND
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VERIZON ENTERPRISE SOLUTIONS**

By: _____

Name: Vincent J. Woodbury
Title: Vice President -
Bell Atlantic Communications, Inc.
d/b/a Verizon Long Distance and
NYNEX Long Distance Company
d/b/a Verizon Enterprise Solutions

**VERIZON TELEPHONE OPERATING
COMPANIES**

By:  _____

Name: Jeanmarie Milla
Title: Vice President -
Retail Markets Sales Operation Support

APPENDIX B: COMPENSATION SALES AND MARKETING SERVICES

In consideration of the Verizon provision of services to the VZ LD Companies in accordance with the Agreement, the VZ LD Companies agree to pay the following compensation to Verizon in accordance with the Agreement:

1. VERIZON PLUS™ RATES

H) Sales, Ordering and Customer Inquiry Service - Direct TV This includes sales negotiations, service orders, verification of product availability, sales order status inquiry, error correction for orders initiated by Verizon, operational performance reports, sales retention attempts, and sales quality control observations.

Verizon	Service/ Employee Title	Number of ILEC ¹ Employees	Rate	Pricing Criterion	Frequency of Transaction
Verizon ²	Direct TV Sales Consumer Sales, Ordering & Inquiry Service/ Retail Sales Consultant	0 – 156	\$ 50.57 per sale	FDC ³	Daily

2. CONSUMER SALES AND SOLUTIONS CENTER RATES

L) Sales, Ordering and Customer Inquiry Service - Direct TV. This includes sales negotiations, service orders, verification of product availability, sales order status inquiry, error correction for orders initiated by Verizon, operational performance reports, sales retention attempts, and sales quality control observations.

Verizon	Service/ Employee Title	Number of ILEC Employees	Rate	Pricing Criterion	Frequency of Transaction
Verizon	Sales, Ordering & Inquiry Service/ CSSC Representatives, CSSC Sales Support and Order Correction Clerks	0 - 4,500	\$102.58 per sale	FDC	Daily

¹ ILEC means Verizon Incumbent Local Exchange Carriers.

² Verizon means the Verizon Incumbent Local Exchange Carriers of Verizon California Inc., Verizon Florida LLC., Contel of the South, Inc. d/b/a Verizon Mid-States, Verizon North Inc., Verizon Northwest Inc., Verizon South Inc. and GTE Southwest Inc. d/b/a Verizon Southwest.

³ FDC means Fully Distributed Costs and are fully loaded rates which include the costs of material and all direct and indirect miscellaneous and overhead costs. FCC affiliate transaction rules (47CFR sec. 32.27) require that when a LEC provides a service to an affiliate, the LEC must charge the affiliate the higher of EFMV and Fully Distributed Costs (FDC). NOTE: FCC Affiliate Transaction Rules require the LEC to charge the higher of EFMV and FDC only if the total aggregate annual value of that service reaches or exceeds \$500,000, per affiliate. However, regardless of the value of the service, Verizon makes an EFMV and values the transaction in accordance with affiliate transaction rules.

ATTACHMENT A: VERIZON TELEPHONE OPERATING COMPANIES

Verizon California Inc. ("V-CA")
Verizon Florida LLC. ("V-FL")
Verizon North Inc. ("V-NO")
Verizon Northwest Inc. ("V-NW")
Verizon South Inc. ("V-SO")
Verizon West Coast Inc. ("V-WC")
GTE Southwest Inc. d/b/a Verizon Southwest ("V-SW")
Contel of the South, Inc. d/b/a Verizon Mid-States ("V-MS")

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