

UT-061638 (AF)
11-29-06



Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

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October 20, 2006

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 289**

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of a Kiosk Sales Agreement and three amendments between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless. Note that no Washington locations are involved.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter".

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of a Kiosk Sales Agreement and three amendments between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 10/20/06

Richard E. Potter
Director
Verizon Northwest Inc.

KIOSK SALES AGREEMENT

This Agreement ("Agreement") is made on this 24 day of March, 2006, by and between Verizon Services Corp., on behalf of itself and its affiliates listed on Exhibit A with principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, ("Verizon") and Celco Partnership, a Delaware General Partnership, Dallas MTA LP, a Delaware Limited Partnership and Oxnard-Ventura-Simi Limited Partnership, a California Limited Partnership, with principal offices at 180 Washington Valley Road, Redminster, New Jersey 07921, collectively doing business as Verizon Wireless ("Verizon Wireless").

WHEREAS, Verizon desires to place kiosks, sales agents, advertising and sales materials in the certain stores listed in Exhibit A ("Stores") to sell Verizon services at the Stores; and

WHEREAS, Verizon Wireless is willing to allow Verizon to market and sell Verizon products and services in the Store on the terms set forth herein:

NOW, THEREFORE, in consideration of these premises and the mutual covenants exchanged below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Verizon and Verizon Wireless wishing to be legally bound, agree as follows:

1. TERM

The initial term of this Agreement (the "Trial Period") shall commence on the date first written above, and shall, except as otherwise provided herein, continue in effect for a period of ninety (90) days. After the Trial Period, this Agreement shall continue for additional one-year renewal terms on a calendar-year basis. However, either party may terminate this Agreement at any time by giving the other party at least thirty (30) days advance written notice of termination.

2. KIOSKS

Verizon Wireless agrees to grant Verizon, subject to all necessary and appropriate consents and approvals that may be required from the lessors of the Stores, the right to use the amount of square footage of space in each of the Stores as listed on Exhibit A for placement of one (1) Verizon-owned Kiosk that will demonstrate Verizon services and from which orders for Verizon services can be placed. "Kiosk" means a three (3) foot by four (4) foot stand-alone merchandising and demonstration fixture. Verizon Wireless also grants Verizon access to and the right to use the backrooms of such Stores and the facsimile machine(s) in the Stores, and the right to use certain space on the Store walls, windows and counters for advertising. Verizon Wireless will, in good faith, seek such consents and approvals from the lessors of the Stores. Verizon Wireless will work with Verizon to assure mutually agreeable placement of the Kiosk in each Store, but ultimately, Verizon Wireless controls such placement. Verizon Wireless will provide any electricity required for the Kiosks. Verizon will provide any telecommunications or broadband services required to support the Kiosks; however, no such services may be installed, engaged or connected without obtaining the prior consent of Verizon Wireless, and Verizon Wireless having obtained any necessary and appropriate consents and approvals from its lessors.

3. SALES

a. Verizon shall use a third party agent to staff the Kiosks and complete Verizon sales in the Stores. Verizon's third party agents will generally be permitted to take part in storewide meetings with Verizon Wireless' representatives, but always subject to Verizon Wireless' discretion.

b. The parties shall make reasonable efforts to present a collegial common face to the customer including making efforts to handle all of a customer's needs in a single visit with a minimum of handoffs from one party to the other. However, in no event shall either party use the other party's existing customer information obtained through the relationship hereunder in an attempt to sell any products or services.

c. Verizon shall cause its third party sales agents to provide prompt, courteous, professional and efficient service to the public and do nothing which would tend to discredit, dishonor or in any way reflect adversely upon Verizon, Verizon Wireless or their affiliates, subsidiaries, successors and assigns. Verizon shall take reasonable steps to ensure that individuals representing Verizon adhere to the provisions set forth herein and to Verizon Wireless policies regarding use of the Store, and do not have any criminal records and do not use illegal substances.

d. The parties shall sell their respective products and services separately, each offering their own products and services. The parties shall separately keep and record all revenues from the sale of their products and services for all accounting and tax purposes. Furthermore, the parties agree that neither party has the authority, as an agent or otherwise, to act for the other. Furthermore, the parties agree to only service, bill, invoice, repair products for and maintain their own customers and not the customers of the other party.

e. Verizon shall not conduct any telemarketing to any existing or prospective customers from within the Store or as part of Store or Kiosk operations without the express written consent of Verizon Wireless. The parties agree to comply with all federal, state, and local statutes, rules and regulations concerning all aspects of their business, including rules requiring the clear disclosure to the customer of the terms and conditions regarding the sale of products and services.

4. FEES

Verizon shall pay Verizon Wireless in accordance with Exhibit A. All payments shall be due and payable on or before the date that is fifteenth (15th) day of each month. Fees are at all times subject to review and modification to conform with any applicable regulatory requirement governing transactions between Verizon and its affiliates

5. REGULATORY APPROVAL

In the event this Agreement is, or becomes, subject to approval by a federal or state regulatory body or agency, the following terms shall apply:

a. This Agreement is subject at all times to any statute, order, rule, or regulation, or any state or federal regulatory agency, having competent jurisdiction over one or both of the parties hereto as it pertains to affiliate relationships. In addition, this Agreement shall at all times be subject to changes, modifications, orders and rulings by any state public utilities regulatory agency to the extent the affiliate relationship created by Agreement is or becomes subject to the jurisdiction of such agency. Although the Agreement is executed by both parties, to the extent that any federal or state statute, order, rule or regulation or any federal or state regulatory agency having competent jurisdiction over one or both of parties to this Agreement, shall require that this Agreement be filed with or approved by such regulatory agency before the Agreement may be effective, this Agreement shall not be effective in any state until the first business day after such approval or filing shall have occurred.

b. In the event that a regulatory agency seeks to impose rules or regulations on the parties in light of the relationship created by the Agreement, the parties shall use reasonable efforts to work together to assess and address the situation; however, each party shall have the right to terminate this Agreement by providing the other party with thirty (30) days prior written notice.

6. LICENSES AND PERMITS.

Verizon shall obtain all necessary licenses and permits from any and all appropriate municipal, state and federal governmental agencies relating to the Kiosk or the use of the Store, including any such licenses and permits required for Verizon's property and the Kiosks.

7. ALTERATIONS, REPAIRS AND MAINTENANCE.

After installation of the Kiosk, Verizon shall not make or permit any alterations, additions or improvements to the Kiosk or the Store or any part thereof without the prior written consent of Verizon Wireless and Verizon Wireless having obtained any necessary and appropriate consents and approvals from its lessors.

At all times, Verizon shall observe and conform to all applicable rules, instructions and guidelines regarding the Store, the lessor, the shopping plaza or other tenants within the shopping plaza.

8. LIENS

Verizon shall not permit any mechanic's or other lien to remain against all or any portion of the Stores, for work claimed to have been done or materials claimed to have been furnished to Verizon, and, within thirty (30) days following receipt of notice of the filing of any such lien, Verizon shall cause any such lien to be released or discharged of record by payment, deposit, bond or court order, without cost to Verizon Wireless. In the event Verizon fails to timely cause the release or discharge of any such lien as aforesaid, then Verizon Wireless shall have the right to do so, and Verizon shall indemnify and reimburse Verizon Wireless for any expense it incurs in taking such action.

9. VERIZON'S INSURANCE/INDEMNIFICATION

Except as may be otherwise provided, Verizon shall indemnify and hold harmless and defend Verizon Wireless against any and all (A) liability, loss, claims, demands, damages or expenses, including legal expenses, due to or arising out of injury to any person (including injury resulting in death) resulting from the Kiosk or Verizon's acts on or within the Stores; (B) damage to, loss or theft of any property of any person arising out of any accident or other occurrence in or about the Stores, or any act or neglect or omission of Verizon or those over whom Verizon might be expected to exercise control; and (C) cost, liabilities, claims and damages or expenses due to or arising out of (1) any work done by, or act or neglect or omission of Verizon or its employees, agents, contractors, or licensees in and about the Stores, or (2) any cause insured or required to be insured by Verizon. Notwithstanding the foregoing, Verizon shall not be required to indemnify Verizon Wireless to the extent any loss, damage or claim arises from Verizon Wireless's negligence or willful misconduct.

10. LIMITATION OF LIABILITY

In no event shall one party be liable to the other for the payment of any indirect, special or consequential damages.

11. COMPLIANCE WITH LEGAL REQUIREMENTS

Verizon shall comply at all times and at its expense with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may be in force.

12. ENTRY BY VERIZON WIRELESS

Verizon Wireless and its designees may enter the Kiosk and/or area surrounding the Kiosk used by Verizon at all hours to (A) inspect the same; (B) determine whether Verizon is complying with all of its obligations; and (C) make repairs required, or repairs to any adjoining space or utility system, or to make repairs, alterations or improvements to any other portion of the Stores; provided, however, Verizon Wireless shall

use reasonable efforts not to disturb or otherwise interfere with Verizon's use of the Kiosk and/or area in making such inspections or repairs or performing such work.

13. ASSIGNMENT

Neither party may assign its obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

14. DEFAULT AND REMEDIES

If Verizon shall fail to pay when due the fees payable hereunder within thirty (30) days after receiving notice of such default from Verizon Wireless, or if Verizon shall fail to perform or comply with any other term, covenant or condition of this Agreement within thirty (30) days after receiving notice of such default from Verizon Wireless, then in any such event, Verizon shall be in breach hereunder and Verizon Wireless may, at its option, at any time, elect to revoke this Agreement. In addition to any other remedies it may have, Verizon Wireless shall be entitled to recover from Verizon any and all damages it may incur by reason of the breach of this Agreement by Verizon.

15. PARTIES' RELATIONSHIP

The relationship between the parties is that of independent contractors only. This Agreement does not create any other relationship, including without limitation, "principal-agent," "partnership," or "joint venture."

16. MISCELLANEOUS

a. The agreements, conditions and provisions contained in this Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties.

b. Verizon shall adequately supervise and control its employees, agents and visitors at all times.

c. This Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

d. This Agreement may not be changed or modified nor may any of its provisions be waived orally or in any manner other than by a writing signed by the party against whom enforcement of the change, modification or waiver is sought.

e. Except as otherwise set out in this section, if performance under this Agreement is prevented, restricted or interfered with by reason of acts of God, war, civil commotion, acts of public enemy, terrorism, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Event"), the party whose performance is affected ("Force Majeure Party"), upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the Force Majeure Event. The other party shall likewise be excused from performance of its obligations on a day-to-day basis during the Force Majeure Event, provided, however, that the Force Majeure Party shall use reasonable efforts to avoid or remove the Force Majeure Event and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever the Force Majeure Event ceases.

17. EXECUTION

Authorized representatives of Verizon and Verizon Wireless, intending to be legally bound, hereby execute this Agreement, including any attachments hereto and referenced herein, as of the date first above written.

VERIZON SERVICES CORP.

By: *Mark A. Vandoren*
Name: *Mark A. Vandoren*
Title: *Vice President*

CELLCO PARTNERSHIP

By: _____
Name: _____
Title: _____

OXNARD-VENTURA-SIMI LP,
by AirTouch Cellular, its general partner

By: _____
Name: _____
Title: _____

DALLAS MTA LP

By: _____
Name: _____
Title: _____

EXHIBIT A - FEES*

Germantown MD
21040 Frederick Rd, Ste G
Milestone Village Center
East Wing
Germantown, MD 20876
(301) 515-2300
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland Inc.

Natick MA
Sherwood Plaza
1322 Worcester St/Route 9
Natick, MA 01760
(508) 651-3000
Square footage: 60
Monthly Recurring Fee: \$423.00
Non-recurring Fee: \$11,115.00
VZW entity: Cellco Partnership, d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon New England Inc.

East Plano
2901 North Central Expressway
Suite 101 / 104
Plano, TX 75075
(972) 516-9126
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA LP d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest

Camarillo CA
243 W Ventura Blvd
Camarillo, CA. 93010
(805) 484-5945
Square footage: 60
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entity: Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.

*all fees are estimates only subject to adjustment to reflect (i) actual expenses once Kiosk installation is complete, and (ii) pass through of unaccounted-for expenses (ex: purchase of incremental parking spaces)

FIRST AMENDMENT TO THE KIOSK SALES AGREEMENT

This **AMENDMENT No. 1** (the "Amendment") to the Kiosk Sales Agreement between the parties dated March 24, 2006 (the "Agreement"), is made on this ____ day of _____, 2006, by and between Verizon Services Corp., on behalf of itself and its affiliates listed on Exhibit A with principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, ("Verizon") and Cellco Partnership, a Delaware General Partnership, Dallas MTA LP, a Delaware Limited Partnership, and Oxnard-Ventura-Simi Limited Partnership, a California Limited Partnership, with principal offices at One Verizon Way, Basking Ridge, New Jersey 07920, collectively doing business as Verizon Wireless ("Verizon Wireless").

1. This Amendment is an integral part of the Agreement. The capitalized terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

2. Section 2 of the Agreement is amended by deleting it in its entirety and replacing it with the following:

2. **KIOSKS.** Verizon Wireless agrees to grant Verizon, subject to all necessary and appropriate consents and approvals that may be required from the lessors of the Stores, the right to use the amount of square footage of space in each of the Stores as listed on Exhibit A for placement of one (1) Verizon-owned Kiosk that will demonstrate Verizon services and from which orders for Verizon services can be placed. "Kiosk" means a three (3) foot by four (4) foot stand-alone merchandising and demonstration fixture that may be designated on Exhibit A as either Attended or Unattended. Verizon may change such designation from time to time upon providing at least ten days written notice to Verizon Wireless. "Attended" means that Verizon has assigned at least one (1) third party sales agent retained by Verizon to staff the Kiosk at all hours the specific Store is open for retail business. "Unattended" means that Verizon has not assigned any third party sales agent personnel to the Kiosk and that the Kiosk is capable of allowing customers to "self-serve" for product information and ordering. Verizon Wireless also grants Verizon access to and the right to use the employee common area of such Stores and the facsimile machine(s) in the Stores, and the right to use certain jointly agreed space on the Store walls, windows and counters for advertising. Verizon Wireless will, in good faith, seek such consents and approvals from the lessors of the Stores. Verizon Wireless will work with Verizon to assure mutually agreeable placement of the Kiosk in each Store, but ultimately, Verizon Wireless controls such placement. Verizon Wireless will provide electric and data lines to the Kiosks. Verizon will provide any telecommunications or broadband services required to support the Kiosks; however, no such services may be installed, engaged or connected without obtaining the prior consent of Verizon Wireless, and Verizon Wireless having obtained any necessary and appropriate consents and approvals from its lessors.

3. Section 3. (d) of the Agreement is amended by deleting it in its entirety and replacing it with the following:

(d) The parties shall sell their respective products and services separately, each offering their own products and services, except that they shall jointly undertake marketing and advertising activities as provided in Exhibit B and they shall jointly undertake an end user incentive program as provided in Exhibit C. The parties shall separately keep and record all revenues from the sale

of their products and services for all accounting and tax purposes. Furthermore, the parties agree that neither party has the authority, as an agent or otherwise, to act for the other. Furthermore, the parties agree to only service, bill, invoice, repair products for and maintain their own customers and not the customers of the other party.

4. Exhibit A of the Agreement is deleted in its entirety and replaced with a new Exhibit A.

5. The Agreement is amended by adding Exhibits B and C.

6. The Agreement is amended to add the following new parties:

Verizon Wireless Texas, LLC
Verizon Wireless Personal Communications, LP

7. This Amendment shall be effective when executed by all parties and shall remain in effect until the Agreement terminates.

8. All provisions of the Agreement not addressed by this Amendment remain in full force and effect.

Authorized representatives of Verizon and Verizon Wireless, intending to be legally bound, hereby execute this Amendment, including any attachments hereto and referenced herein, as of the date first above written.

VERIZON SERVICES CORP.

By: Judith K. Verser
Name: Judith K. Verser
Title: SVP - Marketing Ops

OXNARD-VENTURA-SIMI LP,
by AirTouch Cellular, its general partner

By: Joseph Greco
Name: Joseph Greco
Title: Assistant Secretary

VERIZON WIRELESS TEXAS LLC

By: Joseph Greco
Name: Joseph Greco
Title: Assistant Secretary

CELLCO PARTNERSHIP

By: L. C. McAdam
Name: LOWELL C. McADAM
EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER
Title: EVP/COO

DALLAS MTA LP
by Verizon Wireless Texas, LLC,
its general partner

By: Joseph Greco
Name: Joseph Greco
Title: Assistant Secretary

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP

By: L. C. McAdam
Name: LOWELL C. McADAM
EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER
Title: EVP/COO

EXHIBIT A
FEES*

Vista Ridge
2403 S. Stemmons Freeway
Lewisville, TX 75067
(972) 459-7111
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Texas LLC d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Alexandria
6198 Little River #M
Alexandria, VA 22312
(703) 813-9600
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line
Attended

Germantown MD
21040 Frederick Rd, Ste G
Milestone Village Center
East Wing
Germantown, MD 20876
(301) 515-2300
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland Inc.
Attended

Natick MA
Sherwood Plaza
1322 Worcester St/Route 9
Natick, MA 01760
(508) 651-3000
Square footage: 60
Monthly Recurring Fee: \$423.00
Non-recurring Fee: \$11,115.00
VZW entity: Cellco Partnership, d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon New England Inc.
Attended

East Plano TX
2901 North Central Expressway
Suite 101 / 104
Plano, TX 75075
(972) 516-9126
Square footage: 60

Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA LP d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Camarillo CA
243 W Ventura Blvd
Camarillo, CA. 93010
(805) 484-5945
Square footage: 60
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entity: Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

New Tampa Commons Shopping Center
17502 Preserve Walk Lane, Suite #101
Tampa, FL 33647
813-972-4590
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

*all fees are estimates only subject to adjustment to reflect (i) actual expenses once Kiosk installation is complete, and (ii) pass through of unaccounted-for expenses (ex: purchase of incremental parking spaces)

EXHIBIT B – SCOPE OF WORK FOR JOINT MARKETING OF WIRELINE SALES IN WIRELESS STORES

1. The scope of this work pertains to the joint undertaking of advertising and marketing activities that will promote and stimulate end user customer traffic to Stores with Kiosks for the sale and promotion of products of Verizon and affiliates.
2. Verizon Wireless will select and procure a marketing and advertising firm or firms for the development of joint advertising and marketing initiatives, and supply all appropriate end user customer information as necessary for the initiative, with the cooperation of Verizon.
3. Verizon shall contribute advertising funds for products sold at each Kiosk in accordance with Chart 1 below ("Co-Op Funds") to the Co-op Fund, which will be established and administered by Verizon. The funds must be used within six (6) months of being accrued and all funds are forfeited (or expire) six (6) months after the Agreement has been terminated. The use of the Co-Op Funds by Verizon Wireless shall be in accordance with this Exhibit and the Agreement.

Chart 1

| <u>Products Sold</u> | <u>Co-Op Contribution</u> |
|----------------------|---------------------------|
| FiOS Data 5/2 | \$ 50 |
| FiOS Data 15/2 | \$ 60 |
| FiOS Data 30/5 | \$ 70 |
| DIRECTV | \$ 50 |
| FiOS TV | \$ 60 |
| DSL 3.0 | \$ 50 |
| DSL 1.5 | \$ 50 |
| DSL 768K | \$ 40 |
| Voice VFE | \$ 15 |
| Voice VFV | \$ 15 |
| ONEBILL | \$ 10 |

4. Co-op Funds may be used by Verizon Wireless for (1) advertising (internal or external) that promotes end user customer traffic to Stores with Kiosks, which may include, but is not limited to, any Verizon Wireless advertisement that identifies Verizon Wireless retail locations and that may, but is not required to, identify those Stores with Kiosks; (2) promoting the Kiosk and Verizon products/services through internal or external advertising; or (3) promoting the various joint products of the parties (e.g., ONE-BILL, Verizon Complete Freedom, etc.) through internal or external advertising, or other mutually agreed uses.
5. Verizon shall make the payments from the Co-op Funds directly to the firm or firms or advertising providers under Section 4 above, when due based on invoices forwarded from Verizon Wireless to Verizon.
6. Verizon will provide Verizon Wireless with monthly report that provides Verizon Wireless with specific information with respect to the previous month's activity at each Kiosk, broken down by each Verizon product listed in Chart 1, and indicating the amounts Verizon contributed to the Co-op Fund.

7. If Verizon Wireless disputes any item or the amount accrued in the monthly report, Verizon Wireless shall provide Verizon with written notice of such dispute and any supporting documentation within sixty (60) days of receipt of the report and Verizon shall promptly investigate and report back to Verizon Wireless the results and make adjustments, as necessary.

8. At the close of any month if, as a result of changes in the product volumes sold, the contributions for that month to the Co-op Fund fall below an average \$24 or exceed an average \$36 per Verizon product sold, either party may request that Chart 1 be adjusted accordingly going forward.

**EXHIBIT C – SCOPE OF WORK FOR END USER INCENTIVES BASED ON WIRELINE SALES
IN WIRELESS STORES**

1. The scope of this work pertains to the undertaking of end user incentive activities that will promote and stimulate sales of products of Verizon and affiliates in Stores with Kiosks.
2. Verizon Wireless will select and procure a third party firm for the development and implementation of end user incentives related to the Kiosks and supply all appropriate end user customer information as necessary for the initiative, with the cooperation of Verizon.
3. In accordance with the list below, for each Verizon product sold at each Kiosk Verizon shall give the customer an end user incentive that customers can apply toward purchases of designated Verizon Wireless products and services in any Verizon Wireless retail location.

Chart 2

| Products Sold at Kiosk | End User Incentive on Eligible Verizon Wireless Product Purchases |
|-------------------------------|--|
| FiOS Data 5/2 | \$20 |
| FiOS Data 15/2 | \$20 |
| FiOS Data 30/5 | \$20 |
| DIRECTV | \$20 |
| FiOS TV | \$20 |
| DSL 3.0 | \$20 |
| DSL 1.5 | \$20 |
| DSL 768K | \$20 |
| Voice VFE | \$ -- |
| Voice VFV | \$ -- |
| ONEBILL | \$ -- |

4. Verizon Wireless will work with Verizon to determine the Verizon Wireless products and services to which end user incentives apply; ultimately, Verizon Wireless controls such decisions. Eligible Verizon Wireless products and services may vary by location and over time depending on market conditions. In no case will end user incentives be applied to Verizon products sold at the Kiosks.
5. Payments will be made by Verizon directly to the selected end user incentives firm based on invoices sent directly to Verizon. The end user incentives firm shall invoice Verizon for the cost of end user incentive(s) provided to an eligible customer. If the end user incentives firm charges any processing fees for administering this program Verizon shall pay the fees.

SECOND AMENDMENT TO THE KIOSK SALES AGREEMENT

This **AMENDMENT No. 2** (the "Amendment") to the Kiosk Sales Agreement between the parties dated March 24, 2006 (the "Agreement"), is made on this 15th day of September, 2006, by and between Verizon Services Corp., on behalf of itself and its affiliates listed on Exhibit A with principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, ("Verizon") and Cellco Partnership, a Delaware General Partnership, Dallas MTA LP, a Delaware Limited Partnership, and Oxnard-Ventura-Simi Limited Partnership, a California Limited Partnership, with principal offices at One Verizon Way, Basking Ridge, New Jersey 07920, collectively doing business as Verizon Wireless ("Verizon Wireless").

1. This Amendment is an integral part of the Agreement. The capitalized terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. Exhibit A of the Agreement is deleted in its entirety and replaced with a new Exhibit A.
3. This Amendment shall be effective when executed by all parties and shall remain in effect until the Agreement terminates.
4. All provisions of the Agreement not addressed by this Amendment remain in full force and effect.

Authorized representatives of Verizon and Verizon Wireless, intending to be legally bound, hereby execute this Amendment, including any attachments hereto and referenced herein, as of the date first above written.

VERIZON SERVICES CORP.

By: 

Name: MARY A. VALEROVICH

Title: Vice President

OXNARD-VENTURA-SIMI LP,
by AirTouch Cellular, its general partner

By: 

Name: Michael T. Stefanski

Title: VP + Controller

VERIZON WIRELESS TEXAS LLC

By: 

Name: Michael T. Stefanski

Title: VP + Controller

CELLCO PARTNERSHIP

By: 

Name: John Townsend

Title: VP + CFO

DALLAS MTA LP
by Verizon Wireless Texas, LLC,
its general partner

By: 

Name: Michael T. Stefanski

Title: VP + Controller

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP

By: 

Name: LOWELL C. McADAM
EXECUTIVE VICE PRESIDENT &
CHIEF OPERATING OFFICER

**EXHIBIT A
FEES***

NORTHEAST

Alexandria
6198 Little River #M
Alexandria, VA 22312
(703) 813-9600
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line
Attended

Germantown MD
21040 Frederick Rd, Ste G
Milestone Village Center
East Wing
Germantown, MD 20876
(301) 515-2300
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland Inc.
Attended

Natick MA
Sherwood Plaza
1322 Worcester St/Route 9
Natick, MA 01760
(508) 651-3000
Square footage: 60
Monthly Recurring Fee: \$423.00
Non-recurring Fee: \$11,115.00
VZW entity: Cellco Partnership, d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon New England Inc.
Attended

Gateway Center
25 Mystic View Rd
Everett, MA 02149
(617) 387-0934
Square footage: 60
Monthly Recurring Fee: \$423.00
Non-recurring Fee: \$11,115.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon New England, Inc.
Attended

Rockville
1701 Rockville Pike Ste A

Rockville, MD 20852
(301) 770-4411
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland, Inc.
Attended

SOUTH

Vista Ridge
2403 S. Stemmons Freeway
Lewisville, TX 75067
(972) 459-7111
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Texas LLC d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

East Plano TX
2901 North Central Expressway
Suite 101 / 104
Plano, TX 75075
(972) 516-9126
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA LP d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

New Tampa Commons Shopping Center
17502 Preserve Walk Lane, Suite #101
Tampa, FL 33647
813-972-4590
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Grapevine
1400 William D. Tate Ave
Grapevine, TX 76051
(817) 481-5571
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Dallas MTA, LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

WEST

Camarillo CA
243 W Ventura Blvd
Camarillo, CA. 93010
(805) 484-5945
Square footage: 60
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entity: Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

MIDWEST

*all fees are estimates only subject to adjustment to reflect (i) actual expenses once Kiosk installation is complete, and (ii) pass through of unaccounted-for expenses (ex: purchase of incremental parking spaces)

THIRD AMENDMENT TO THE KIOSK SALES AGREEMENT

This **AMENDMENT No. 3** (the "Amendment") to the Kiosk Sales Agreement between the parties dated March 24, 2006, as amended (the "Agreement"), is made on this 16th day of October, 2006, by and between Verizon Services Corp., on behalf of itself and its affiliates listed on Exhibit A with principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, ("Verizon") and Celco Partnership, a Delaware General Partnership, Dallas MTA LP, a Delaware Limited Partnership, and Oxnard-Ventura-Simi Limited Partnership, a California Limited Partnership, with principal offices at One Verizon Way, Basking Ridge, New Jersey 07920, collectively doing business as Verizon Wireless ("Verizon Wireless").

1. This Amendment is an integral part of the Agreement. The capitalized terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

2. Exhibit A of the Agreement is deleted in its entirety and replaced with a new Exhibit A. The Agreement is amended to add the following new parties:

Verizon Wireless (VAW) LLC
GTE Mobilnet of Fort Wayne, LP

3. This Amendment shall be effective when executed by all parties and shall remain in effect until the Agreement terminates.

4. All provisions of the Agreement not addressed by this Amendment remain in full force and effect.

Authorized representatives of Verizon and Verizon Wireless, intending to be legally bound, hereby execute this Amendment, including any attachments hereto and referenced herein, as of the date first above written.

VERIZON SERVICES CORP.

By: [Signature]
Name: MARY A. VASSILOVICH
Title: VP

CELLCO PARTNERSHIP

By: [Signature]
Name: LOWELL C. McADAM
Title: EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER

OXNARD-VENTURA-SIMI LP,
by AirTouch Cellular, its general partner

By: [Signature]
Name: Michael T. Stefnanski
Title: VP + Controller

DALLAS MTA LP
by Verizon Wireless Texas, LLC,
its general partner

By: [Signature]
Name: Michael T. Stefnanski
Title: VP + Controller

VERIZON WIRELESS TEXAS LLC

By: [Signature]

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP

By: [Signature]

LOWELL C. McADAM
EXECUTIVE VICE PRESIDENT &
CHIEF OPERATING OFFICER

Name: Michael T. St. Gonsi

Title: VPT Controller

VERIZON WIRELESS, (VAW) LLC

By: L. C. McAdam

Name: LOWELL C. McADAM

Title: EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER

Name: _____

Title: _____

GTE Mobilnet of Fort Wayne, LP
by GTE Wireless of the Midwest Inc.,
its general partner

By: Michael T. St. Gonsi

Name: M. St. Gonsi

Title: VPT Controller

**EXHIBIT A
FEES***

NORTHEAST

Alexandria
6198 Little River #M
Alexandria, VA 22312
(703) 813-9600
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Celco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Virginia, Inc.
Attended

Germantown MD
21040 Frederick Rd, Ste G
Milestone Village Center
East Wing
Germantown, MD 20876
(301) 515-2300
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Celco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland Inc.
Attended

Natick MA
Sherwood Plaza
1322 Worcester St/Route 9
Natick, MA 01760
(508) 651-3000
Square footage: 60
Monthly Recurring Fee: \$423.00
Non-recurring Fee: \$11,115.00
VZW entity: Celco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon New England Inc.
Attended

Gateway Center
25 Mystic View Rd
Everett, MA 02149
(617) 387-0934
Square footage: 60
Monthly Recurring Fee: \$423.00
Non-recurring Fee: \$11,115.00
VZW entity: Celco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon New England, Inc.
Attended

Rockville
1701 Rockville Pike Ste A
Rockville, MD 20852

(301) 770-4411
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Celco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland, Inc.
Attended

Springfield
130 S. State Rd
Springfield, PA 19064
(610) 338-1880
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005
VZW entity: Celco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Pennsylvania, Inc.
Attended

SOUTH

Vista Ridge
2403 S. Stemmons Freeway
Lewisville, TX 75067
(972) 459-7111
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Texas LLC
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

East Plano TX
2901 North Central Expressway
Suite 101 / 104
Plano, TX 75075
(972) 516-9126
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

New Tampa Commons Shopping Center
17502 Preserve Walk Lane, Suite #101
Tampa, FL 33647
813-972-4590
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Personal Communications LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Florida, Inc.
Attended

Grapevine
1400 William D. Tate Ave
Grapevine, TX 76051
(817) 481-5571
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA, LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Bradenton
1401 Cortez Rd.
Bradenton, FL 34207
(941) 739-7930
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Personal Communications LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Florida
Attended

Fowler
1821 E. Fowler
Tampa, FL 33612
(813) 978-8774
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Verizon Wireless Personal Communications LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Florida
Attended

Garland
5255 N. George Bush Freeway, Suite 525
Garland, TX 75040
(972) 414-3094
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA, LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Denton
1805 South Loop 288
Denton, TX 76208
(940) 891-0106
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA, LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Irving

2420 N. Beltline Rd. Suite 150
Irving, TX 75062
(972) 255-4259
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA, LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

Polo Towne Crossing
2208 Dallas Pkwy, Suite 310
Plano, TX 75093
(972) 403-3277
Square footage: 60
Monthly Recurring Fee: \$254.00
Non-recurring Fee: \$4,300.00
VZW entity: Dallas MTA, LP
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Southwest
Attended

WEST

Camarillo CA
243 W Ventura Blvd
Camarillo, CA. 93010
(805) 484-5945
Square footage: 60
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entity: Oxnard-Ventura-Simi Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

Gresham
1031 NW Civic Drive
Gresham, OR 97030
(503) 665-2161
Square footage: 60
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entity: Verizon Wireless (VAW) LLC
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon West Coast Inc.
Attended

Tanasbourne
18021 NW Evergreen Pkwy
Beaverton, OR 97006
(503) 629-6206
Square footage: 60
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entity: Verizon Wireless (VAW) LLC
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon West Coast Inc.
Attended

MIDWEST

Jefferson Point

4150 K-3 W. Jefferson Blvd

Fort Wayne, IN 46804

(260) 432-9928

Square footage: 60

Monthly Recurring Fee: \$339.00

Non-recurring Fee: \$11,005.00

VZW entity: GTE Mobilnet of Fort Wayne, LP

Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Midwest
Attended

Fort Wayne

4122 Northrop Blvd

Fort Wayne, IN 46805

(260) 484-5262

Square footage: 60

Monthly Recurring Fee: \$339.00

Non-recurring Fee: \$11,005.00

VZW entity: GTE Mobilnet of Fort Wayne, LP

Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Midwest
Attended

*all fees are estimates only subject to adjustment to reflect (i) actual expenses once Kiosk installation is complete, and (ii) pass through of unaccounted-for expenses (ex: purchase of incremental parking spaces)