

EXHIBIT B

CONTRIBUTION AGREEMENT

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RODNEY CONTRIBUTION AGREEMENT

This Contribution Agreement is entered into as of _____, 2002 by and between Qwest Dex, Inc., a Colorado corporation (“**Seller**”), and GPP LLC, a Delaware limited liability company (the “**Company**”).

RECITALS

A. The Company was formed under the laws of the State of Delaware on August 2, 2002. On that date, the Company issued all of its outstanding membership interests (the “**Interests**”) to Seller. The Interests are the membership interests referred to as the LLC Interests in the Purchase Agreement (the “**Rodney Purchase Agreement**”), dated as of August 19, 2002, by and among Seller, Qwest Services Corporation, a Colorado corporation (“**QSC**”), Qwest Communications International Inc., a Delaware corporation, and Dexter Holdings, LLC, a Delaware limited liability company (“**Buyer**”).

B. Seller desires to contribute certain assets and liabilities to the Company in full consideration for the prior issuance to Seller of the Interests and on the terms and subject to the conditions of this Agreement and the Company wishes to accept and assume such assets and liabilities.

C. Immediately following the consummation of the transactions contemplated hereby, Seller intends to sell the Interests to Buyer pursuant to the terms of the Rodney Purchase Agreement.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Rodney Purchase Agreement. Otherwise, as used in this Agreement, the following definitions will apply:

“**Agreement**” means this Contribution Agreement by and between Seller and the Company, as amended, supplemented, restated or otherwise modified from time to time.

“**Assumed Liabilities**” is defined in Section 2.3.

“**Business**” means the business of publishing of telephone directory products and services consisting principally of searchable (e.g., by alphabet letter or category) multiple

telephone listings and classified advertisements that are delivered or otherwise made available to end users in tangible media (e.g., paper directories, CD-ROM) or electronic media (e.g., Internet), conducted by Seller prior to the Closing under the Dexter Purchase Agreement.

“**Buyer**” is defined in the Recitals hereto.

“**Closing**” is defined in Section 3.1.

“**Closing Date**” means the date of the Closing.

“**Company**” is defined in the Preamble hereto.

“**Contributed Assets**” is defined in Section 2.1.

“**Dexter Purchase Agreement**” means the Purchase Agreement, dated as of August 19, 2002, by and among Seller, QSC, Qwest Communications International Inc., and Buyer.

“**Donnelley**” is defined in Schedule 2.1.

“**Excluded Affiliate Payables**” means all payables to Qwest and its Affiliates except the Assumed Affiliate Payables (as defined in the Rodney Purchase Agreement).

“**Excluded Assets**” is defined in Section 2.2.

“**Excluded Current Liabilities**” means (i) Excluded Affiliate Payables, (ii) short term borrowings from Affiliates, (iii) current income Taxes payable by Qwest, (iv) dividends payable to Qwest, (v) merger related reserves, (vi) errors and omissions reserves, (vii) general reserves, (viii) accrued Taxes, (ix) “Capital Funding – Dex Holdings,” and (x) bank overdrafts, in each case determined consistent with the Holding Audited Financial Statements (as defined in the Rodney Purchase Agreement).

“**Facilities**” is defined in Schedule 2.1.

“**Excluded Liabilities**” is defined in Section 2.4.

“**Interests**” is defined in the Recitals hereto.

“**QSC**” is defined in the Recitals hereto.

“**Rodney Purchase Agreement**” is defined in the Recitals hereto.

“**Seller**” is defined in the Preamble hereto.

“**Services Agreement**” means the Transition Services Agreement, dated as of _____, 2002, by and among Qwest Communications International Inc., Seller, SGN LLC and Buyer.

“**Tax**” means any United States federal, state or local or any non-United States net or gross income, gross receipts, net proceeds, corporation, capital gains, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, inheritance, use, transfer, registration, value added, alternative or add-on minimum, or other taxes, assessments, duties, fees, levies or other governmental charges of any kind whatever, whether disputed or not, including any interest, penalty or addition thereto.

“**Telecom Services Contracts**” is defined in Schedule 2.1.

“**Transaction Documents**” means this Agreement and the Rodney Purchase Agreement.

“**Transactions**” means the contribution of the Contributed Assets and the assumption of the Assumed Liabilities.

“**Transfer Region**” means the seven state territory comprised of Arizona, Idaho, Montana, Oregon, Utah, Washington and Wyoming.

“**Transfer Region Directories**” is defined in Schedule 2.1.

“**Transferred Business**” means the Business as presently conducted of Seller as it relates to the Transfer Region.

ARTICLE II SALE OF ASSETS, ASSUMPTION OF LIABILITIES AND EMPLOYEE MATTERS

2.1 Contribution of Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall (and, to the extent necessary, shall cause its Affiliates to) contribute, convey, assign, transfer and deliver to the Company free and clear of any Encumbrances (other than Permitted Encumbrances), and the Company does hereby acquire and accept from Seller, all of Seller’s right, title and interest in and to the assets, properties and privileges of every kind and nature, real and personal, tangible and intangible, free and clear of any Encumbrances (other than Permitted Encumbrances), in each case, to the extent that such assets are owned or used by Seller (or, if applicable, to the extent such assets are owned (or deemed to be owned) or used by its Affiliates) primarily in connection with the Transferred Business, including, without limitation, all assets set forth on Schedule 2.1 (the “**Contributed Assets**”), provided that the assets specifically identified in Section 2.2 as Excluded Assets shall not be Contributed Assets and shall remain assets of Seller. To the extent any assets, properties or privileges are held by Affiliates of Seller, such assets, properties or privileges shall be deemed to be conveyed, assigned, transferred and delivered to Seller and then contributed, conveyed, assigned, transferred and delivered to the Company. In determining whether assets constitute Contributed Assets under this Agreement or are “Contributed Assets” under the Dexter Purchase Agreement, the parties agree that the Separation Agreement shall govern.

2.2 Excluded Assets. Notwithstanding anything in Section 2.1 to the contrary, the Contributed Assets shall not include the following (the “**Excluded Assets**”):

- (a) all assets that are not used primarily in the Transferred Business;
- (b) all of Seller's rights under the Transaction Documents, the Dexter Purchase Agreement and all agreements executed in conjunction with the Dexter Purchase Agreement and the Rodney Purchase Agreement; and
- (c) all forms of Seller's intellectual property rights and protections (including without limitation copyrights, patents, whether pending, potential or filed, or trade secrets protected under any Laws), including all assets, properties, good will, rights and privileges addressed in the IP Contribution Agreement;
- (d) all assets, including without limitation Contracts, used by Seller and its Affiliates to provide services to the Company pursuant to the Services Agreement;
- (e) "Contributed Assets" (as defined in the Dexter Purchase Agreement); and
- (f) all assets set forth on Schedule 2.2.

2.3 Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall assign, and the Company shall assume and agree to pay and otherwise perform and discharge, all liabilities and obligations of any kind and nature relating to, arising from or in connection with the Transferred Business (hereinafter collectively referred to as the "**Assumed Liabilities**"). The intent of this Agreement is that the Company shall, unless expressly excluded pursuant to Section 2.4, assume all liabilities and obligations of Seller relating to the Transferred Business (whether or not in the ordinary course of the Transferred Business) as if the Company were purchasing the stock of a separate corporation whose assets and liabilities included only those of the Transferred Business (other than the Excluded Liabilities). To the extent that any of the foregoing liabilities relate to both the Transferred Business and to the Business of Seller other than the Transferred Business, such liability shall be prorated as between Seller and the Company with the Company assuming such portion of the liability as relates to the Transferred Business or the Contributed Assets.

2.4 Liabilities Not Assumed. Notwithstanding anything in Section 2.3 to the contrary, the Company is not assuming and shall not be responsible for (a) any liabilities or obligations of any kind or nature, relating to, arising from or in connection with the operation of the Business other than the Transferred Business, (b) except as may be provided in Section 6.5 of the Rodney Purchase Agreement, any actual or contingent liabilities in connection with any "employee benefit plan" (as defined in Section 3(3) of ERISA), or any other plan, arrangement, policy, procedure, or practice (including payroll practice) whether or not in writing, relating to present or deferred compensation, incentive compensation, stock options, stock purchases, severance pay or fringe benefits to, or with respect to, any present or former employee of Seller (including, without limitation, any liabilities with respect to any violation of securities laws relating to any such employee benefit plan, other plan, arrangement, policy or procedure), or (c) the liabilities set forth on Schedule 2.4 ("**Excluded Liabilities**").

2.5 Contracts Not Assigned at Closing. If any Contract is not capable of being assigned or transferred to the Company prior to or on the Closing Date as a result of a failure to obtain a required Third Party Consent, this Agreement will not constitute an

assignment, transfer or sublease thereof. With respect to each such Contract, Seller shall (i) from and after the Closing Date, promptly assign each such Contract to the Company if and when such Contract may be assigned, (ii) from and after the Closing Date until the assignment of such Contract pursuant to clause (i), (x) provide the Company with all of the rights and benefits of such Contract accruing after the Closing Date to the extent that Seller may provide the Company with such rights and benefits without violating applicable Law or the Contract, (y) use commercially reasonable efforts to create any arrangement designed to provide such rights and benefits to the Company, including subcontracting, sublicensing or subleasing to the Company and (z) enforce, at the request of the Company and for the account of the Company, any and all rights of Seller arising under any such Contract. The Company shall not be responsible for assuming any liability under any such Contract to the extent that the Company is not receiving substantially the same economic benefits as if such Contract were assigned and, until the Company is receiving such benefits, such liabilities shall be deemed Excluded Liabilities. While the Company receives the rights and benefits of such Contract, the Company agrees to perform at its sole expense all of the obligations of Seller to be performed under such Contract after the Closing Date related to the Transferred Business and the Company shall hold Seller harmless from any Losses arising out of or relating to the Company's performance or non-performance of any such obligations after the Closing Date. Seller and Company acknowledge that Seller may have certain insurance policies that it cannot assign to Company directly. In such case, following the Closing, to the extent that any policy relates to the Transferred Business and Company may not submit and process such claims directly, Seller will use commercially reasonable efforts to submit and process claims under such policies on behalf of Company and remit any proceeds paid to Seller under such policies to Company, provided that Company will pay Seller's out-of-pocket costs in connection herewith and under such policies, including any deductibles. For the avoidance of doubt, this Section 2.5 is not applicable to consents related to Approvals of Governmental Entities. The foregoing shall not limit the rights of Buyer with respect to Section 7.2(n) of the Rodney Purchase Agreement.

ARTICLE III CLOSING

3.1 Closing. The closing of the Transactions contemplated by this Agreement will take place at the offices of O'Melveny & Myers LLP, 153 East 53rd Street, New York, NY immediately prior to the consummation of the closing under the Rodney Purchase Agreement, or at such other time and place as Seller and the Company may agree (the "**Closing**"). The Closing shall be conditioned solely upon the conditions to the closing under the Rodney Purchase Agreement being satisfied or waived and the parties thereunder being ready, willing and able to consummate the closing thereunder.

3.2 Seller's Deliveries at Closing. At the Closing, Seller shall deliver to the Company duly executed originals of (i) a bill of sale and assignment and assumption agreement in form and substance reasonably acceptable to Seller and Buyer, (ii) assignments of leases covering any leased real property contained within the Contributed Assets, and (iii) assignments of Contracts contained within the Contributed Assets.

3.3 Company's Deliveries at Closing. At the Closing, the Company shall deliver to Seller documents necessary to reflect the issuance of the Interests on the books of the

Company and duly executed originals of (i) a bill of sale and assignment and assumption agreement referred to in Section 3.2, (ii) assignments of leases covering the leased real property referred to in Section 3.2 (to the extent any required consents have been obtained), and (iii) assignments of Contracts contained within the Contributed Assets.

ARTICLE IV GENERAL

4.1 Amendments; Waivers. Except as expressly provided herein, this Agreement and each of the other Transaction Documents may be amended only by agreement in writing of each of Seller, Company and Buyer. No waiver of any provision nor consent to any exception to the terms of this Agreement or any other Transaction Document will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

4.2 Integration. This Agreement and the other Transaction Documents constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

4.3 Further Assurances. Each party shall use all commercially reasonable efforts to cause all conditions to its and the other party's obligations hereunder to be timely satisfied and to perform and fulfill all obligations on its part to be performed and fulfilled under this Agreement, to the end that the Transactions shall be effected substantially in accordance with its terms as soon as reasonably practicable. Without limiting the generality of the foregoing, (a) the parties shall cooperate with each other in such actions and in securing any requisite approvals and permits and (b) each party shall execute and deliver, both before and after the Closing, such further certificates, agreements and other documents and take such other actions as the other party may reasonably request to consummate or implement the Transactions or to evidence such events or matters.

4.4 Governing Law. This Agreement and the legal relations between the parties will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law.

4.5 No Assignment. Neither this Agreement nor any rights or obligations under it are assignable by one party without the prior written consent of the other party. Any such assignment without the prior written consent of the other party shall be void ab initio. Notwithstanding anything to the contrary in this Section 4.5, upon written notice to Seller, Company shall, without the consent of the Qwest Parties, be permitted to assign this Agreement and the rights and obligations under it (a) to its lenders for collateral security purposes, or (b) to a wholly-owned subsidiary of Buyer; provided, however, that, in the event of any such assignment, Company shall remain liable in full for the performance of its obligations hereunder and the assignee shall execute a document in form and substance reasonably acceptable to Seller to signify the consent of Company's assignee to the obligations of Company hereunder on a joint and several basis. Following the Closing, Company may assign its rights under this Agreement

in whole or in part to any purchaser of all or a portion of the Transferred Business, notwithstanding anything to the contrary in this Section 4.5.

4.6 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

4.7 Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts and by different parties in separate counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each party and delivered to the other party.

4.8 Parties in Interest. This Agreement is binding upon and will inure to the benefit of each party and their respective successors or assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

4.9 Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

4.10 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement to the extent permitted by Law shall remain in full force and effect provided that the essential terms and conditions of this Agreement for both parties remain valid, binding and enforceable and provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

4.11 Exclusivity of Remedies Under Rodney Purchase Agreement; Waiver. Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the Rodney Purchase Agreement, and, except with respect to the provisions of Section 4.3 hereof, this Agreement is not intended to alter the obligations of the parties to the Rodney Purchase Agreement, or to create any additional rights or remedies for Buyer or the Company other than the rights and remedies of Buyer under the Rodney Purchase Agreement. Accordingly, the Company waives any right to assert a breach of this Agreement following the Closing except as provided in the Rodney Purchase Agreement. This provision shall not limit the right of Seller to seek a remedy against the Company or Buyer with respect to any nonperformance by the Company or Buyer of the Company's obligations hereunder.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

“COMPANY”

GPP LLC

By: _____

Name: _____

Its: _____

“SELLER”

QWEST DEX, INC.

By: _____

Name: _____

Its: _____

SCHEDULE 2.1

CONTRIBUTED ASSETS

1. Seller's leasehold interests in all real estate located in the Transfer Region, including, but not limited to, the following facilities (the "**Facilities**"), and improvements, fixtures and fittings thereon, and easements, rights-of-way, and other appurtenants thereto:
 - (a) 1300 South Milton Road, Suite 222, in Flagstaff, Arizona;
 - (b) 1839 South Alma School Road, Suite 300, in Mesa, Arizona;
 - (c) 2237 South 16th Street, Building C, in Phoenix, Arizona;
 - (d) 500 East Fry Boulevard, Suite L-5, in Sierra Vista, Arizona;
 - (e) 6400 East Grant Road, Suites 170 and 270, in Tucson, Arizona;
 - (f) 634 Schemmer Drive in Prescott, Arizona;
 - (g) 256 South 2nd Avenue, Suite C, in Yuma, Arizona;
 - (h) 1161 West River, Suite 130, in Boise, Idaho;
 - (i) 1304 East 17th Street, in Idaho Falls, Idaho;
 - (j) 1341 Fillmore, Suite 202, in Twin Falls, Idaho;
 - (k) 401 North 31st Street in Billings, Montana;
 - (l) 1580 Valley River Drive, Valley River Office Park, Building C, in Eugene, Oregon;
 - (m) 1345 Center Drive, South Gateway Center, Suite A, in Medford, Oregon;
 - (n) 10200 S.W. Greenburg Road in Portland, Oregon;
 - (o) Fairview Industrial Drive SE, Space B, in Salem, Oregon;
 - (p) 13920 SE Eastgate Way in Bellevue, Washington;
 - (q) 4152 Meridian, Suite 201, in Bellingham, Washington;
 - (r) 19515 North Creek Parkway in Bothell, Washington;
 - (s) 601 Woodland Square Loop, Suite 300, in Lacey, Washington;

WA 000657 to WA 000662

CONFIDENTIAL

SCHEDULE 2.2

EXCLUDED ASSETS

1. All rights under the following Contracts between Seller, on the one hand, and Qwest or one of its Affiliates, on the other hand:
 - (a) Master Sales Agent Agreement, dated as of November 14, 2001, by and between Qwest Corporation and Seller;
 - (b) License Agreement for the Use of Directory Publisher Lists and Directory Delivery Lists, dated as of December 17, 2000, by and between Qwest Corporation and Seller;
 - (c) Marketing Agreement, dated as of December 11, 2000, by and between Qwest Corporation and Seller;
 - (d) Agreement for the Provision of Billing and Collection Services for Directory Publishers, dated as of 1998, by and between U S WEST Communications, Inc. and Seller;
 - (e) Public Pay Stations Agreement, dated as of August 1, 1998 and as amended on September 14, 2000, by and between U S WEST Communications, Inc. and Seller;
 - (f) Publishing Agreement for Official Listings/Directories, dated as of May 28, 1997 and as amended on January 8, 1998 and June 21, 2001, by and between Seller and U S WEST Communications, Inc;
 - (g) License Agreement for the Use of Directory Publisher Lists, dated as of November 6, 1993 by and between U S WEST Communications, Inc. and Seller; and
 - (h) Master Sales Agreement, dated as of January 1, 1993, between U S WEST Communications, Inc. and Seller, as amended.
2. To the extent covered by the Dexter Purchase Agreement, all servers, space on Qwest servers and mainframes and LANs, WANs and other network interconnection and computer infrastructure equipment.
3. All rights under Telecom Services Contracts not contributed pursuant to Item 7 of Schedule 2.1 above.
4. Cash and cash equivalents.
5. On final copies of the corporate charter, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporation.

SCHEDULE 2.4

EXCLUDED LIABILITIES

1. Liabilities to shareholders, debt holders and other securities holders of Qwest, liabilities relating to violations of the securities laws by Qwest or its Affiliates, including without limitation liabilities arising from (i) the investigation of the Securities and Exchange Commission into certain accounting practices of Qwest, which investigation Qwest disclosed publicly on April 4, 2002, and (ii) the criminal investigation of Qwest by the U.S. Attorney's office in Denver, which investigation Qwest disclosed publicly on July 10, 2002.
2. Any liability of Seller for Taxes, including any liability of Seller for the Taxes of another person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.
3. Claims by officers and directors of Qwest and its Affiliates against any Qwest Parties.
4. Claims by Public Utility Commissions relating to violations of law as a result of the transfer of assets contemplated hereby or the sale of the Interests pursuant to the Rodney Purchase Agreement.
5. Any long-term Indebtedness.
6. All liabilities and obligations of the Qwest Parties under the Transaction Documents and the Commercial Agreements.
7. Excluded Current Liabilities.
8. Intercompany indebtedness disclosed in item 8 of Section 3.6(b) of the Seller's Disclosure Schedule.