

PUBLIC PAY STATIONS AGREEMENT

EXHIBIT I
FORM OF PUBLIC PAY STATIONS AGREEMENT

This Public Pay Stations Agreement (this "**Agreement**") is entered into as of _____, 2002 (the "**Effective Date**") by and among Dex Holdings LLC ("**Buyer**"), SGN LLC, a Delaware limited liability company ("**Dexter Publisher**"), GPP LLC, a Delaware limited liability company ("**Rodney Publisher**") and Qwest Corporation, a Colorado corporation ("**QC**") (Buyer, Dexter Publisher and Rodney Publisher, together on the one hand, and QC on the other had being a "**Party**" and together the "**Parties**").

RECITALS

A. Qwest Dex, Inc. ("**Dex**"), Qwest Communications International Inc. ("**QCII**"), Qwest Services Corporation ("**QSC**") and Buyer have entered into that certain Purchase Agreement dated as of August __, 2002 (the "**LLC Purchase Agreement**"), pursuant to which Dex has agreed, subject to the terms and conditions set forth therein, to (i) contribute certain of its assets and liabilities to Dexter Publisher, and (ii) sell all of the outstanding limited liability company interests of Dexter Publisher to Buyer following such contribution;

B. In connection with the LLC Purchase Agreement, Dex, QCII, QSC and Buyer entered into that certain Purchase Agreement, dated of even date therewith (the "**LLC II Purchase Agreement**"), pursuant to which Dex has agreed, subject to the terms and conditions set forth therein, to (i) contribute certain of its assets and liabilities to Rodney Publisher, and (ii) sell all of the outstanding limited liability company interests of Rodney Publisher to Buyer following such contribution;

C. Sections 7.2(g) and 7.3(f) of the LLC Purchase Agreement provide that the obligations of Dex, QSC, QCII and Buyer to consummate the First Closing are subject, among other things, to the execution and delivery of this Agreement;

D. QC operates certain public pay telephone stations at various Services Areas (as such term is defined in the Publishing Agreement from time to time) located in the Publisher Region ("**Pay Stations**");

E. During the term of the Publishing Agreement, Publisher is QC's exclusive official publisher of Primary Directories (as such term is defined in the Publishing Agreement) in the Publisher Region;

F. QC desires to obtain from Publisher, and Publisher is willing to provide and initially install, copies of each Primary Directory scoped for the area in which a Pay Station is located for each Pay Station, on the terms and conditions herein;

G. QC desires to obtain from Publisher, and Publisher is willing to provide, binders and related hardware for each Pay Station, on the terms and conditions herein; and

H. Publisher desires for QC, and QC is willing, to repair and/or replace such binders, related hardware and Primary Directories from inventory provided by Publisher, as part of its regular maintenance visits to the Pay Stations, under the terms and conditions herein.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 General Rules of Construction. For all purposes of this Agreement: (i) the terms defined in this Agreement include the plural as well as the singular; (ii) all references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement; (iii) pronouns of either gender or neuter include, as appropriate, the other pronoun forms; (iv) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (v) “or” is not exclusive; (vi) “including” and “includes” will be deemed to be followed by “but not limited to” and “but is not limited to,” respectively; (vii) any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; and (viii) any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder.

1.2 Definitions. The following definitions will apply within this Agreement.

“**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means the possession of the power to direct the management and policies of the referenced Person through ownership of 50% or more of the voting power or economic interests in the referenced Person.

“**Bankruptcy Code**” has the meaning set forth in the LLC Purchase Agreement.

“**Change of Control**” means: (i) an acquisition by any Person or group of Persons of the voting stock of the referenced Person in a transaction or series of transactions, if immediately thereafter such acquiring Person or group has, or would have, beneficial ownership of more than 50% of the combined voting power of the referenced Person’s then outstanding voting stock, including any such acquisition by way of a merger, consolidation or reorganization (including under the Bankruptcy Code), or series of such related transactions, involving the referenced Person; or (ii) a sale, assignment or other transfer of all or substantially all of the referenced Person’s assets; or (iii) a confirmation of any plan of reorganization or liquidation under, or sale of assets pursuant to, the Bankruptcy Code, any out-of-court recapitalization or reorganization transaction or exchange offer, in any case in which more than fifty-one percent (51%) of such Person’s outstanding equity securities are issued in exchange for all or a

significant portion of such Person's outstanding debt or other securities, or a deed in lieu of foreclosure or any other remedy or right at law or contract by which substantially all of such Person's equity securities or assets are surrendered, assigned or otherwise transferred to another Person.

"Dexter Region" means the territory comprised of the seven states of Colorado, Iowa, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota and the metropolitan statistical area of El Paso, Texas, including any Service Areas (as defined in the Publishing Agreement) that extend outside the Dexter Region by reason of being located on or near the border of the Dexter Region.

"First Closing" means the Closing as defined in and pursuant to the LLC Purchase Agreement.

"First Closing Date" means the date of the First Closing.

"Governmental Entity" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"Loss" means any cost, damage, disbursement, expense, liability, loss, obligation, penalty or settlement, including interest or other carrying costs, legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the referenced Person; provided, however, that the term "Loss" will not be deemed to include any special, exemplary or punitive damages except to the extent such damages are incurred as a result of third party claims and are therefore a Party's direct damages.

"Material Default" means, with respect to either Party, a breach of any material term, condition, covenant or obligation of this Agreement, for any reason other than those described in Section 11.14, that results in a material impairment of such Party's performance, or the other Party's enjoyment of the benefits, of this Agreement taken as a whole.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, a trust or any other entity or organization, including a Governmental Entity.

"Publishing Agreement" means that certain Publishing Agreement for Official Listings/Directories of even date herewith between the Parties, as amended, modified or supplemented from time to time.

"Publisher" means (i) from and after the First Closing Date and until the Second Closing Date (if such date occurs), Dexter Publisher only, and (ii) from and after the Second Closing Date (if such date occurs), Dexter Publisher together with Rodney Publisher.

"Publisher Region" means (i) from and after the First Closing Date, the Dexter Region, and (ii) from and after the Second Closing Date, if such date occurs, the territory comprising the Qwest Region.

“**Qwest Region**” means the territory comprised of the fourteen states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming, and the metropolitan statistical area of El Paso, Texas.

“**Rodney Region**” means the territory comprised of the seven states of Arizona, Idaho, Montana, Oregon, Utah, Washington and Wyoming, including any Service Areas (as defined in the Publishing Agreement) that extend outside the Rodney Region by reason of being located on or near the border of the Rodney Region.

“**Second Closing**” means the Closing as defined in and pursuant to the LLC II Purchase Agreement.

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

“**Trademark License Agreement**” means that certain Trademark License Agreement of even date herewith between QCII and Publisher, as amended, modified or supplemented from time to time.

ARTICLE II TERM AND TERMINATION

2.1 This Agreement will remain in effect for the term of the Publishing Agreement.

2.2 If either Party commits a Material Default, the non-defaulting Party may provide written notice to the defaulting Party specifying such Material Default in reasonable detail (a “**Default Notice**”). Upon receipt of a Default Notice, the defaulting Party may elect to (i) cure such Material Default (unless such Material Default is not susceptible to cure) and (ii) agree to indemnify the non-defaulting Party pursuant to Article X. If within thirty (30) days of the non-defaulting Party providing the defaulting Party with a Default Notice the defaulting Party has not cured such Material Default (or, if not reasonably curable within such thirty (30) day period, provided the other Party with reasonable assurances that it has diligently commenced all actions necessary to cure such Material Default as soon as reasonably practicable) and given the non-defaulting Party written notice of its agreement to indemnify the non-defaulting Party for such Material Default, the non-defaulting Party may terminate this Agreement immediately without liability to the defaulting Party.

2.3 If the Publishing Agreement terminates, either Party may terminate this Agreement immediately.

2.4 If the Publishing Agreement terminates with respect to any Service Area(s), either Party may terminate this Agreement immediately with respect to such Service Area(s).

**ARTICLE III
SPACE PROVIDED**

QC will provide space to Publisher on an exclusive basis and at no charge to Publisher for the placement of Primary Directories within all the Pay Stations available for directory placement (subject to Section 2.1), except for space in the Pay Stations in Durango and Cortez, Colorado and in Farmington and Aztec, New Mexico that will be provided on a non-exclusive basis and at the cost set forth on Appendix A.

**ARTICLE IV
DIRECTORY PLACEMENT AND DELIVERY**

4.1 In those geographic areas in which Publisher hand delivers, either itself or through an agent, Primary Directories to subscribers, Publisher will place the proper Primary Directories in each Pay Station then available for directory placement, at no cost to QC, reasonably promptly after the publication of such Primary Directories and remove the old version(s) thereof. For purposes of this Agreement, "Primary Directories" will be deemed to be the printed paper version of such directories until such time as the Parties agree, pursuant to Section 4.3 below, to the placement of alternative forms of such directories in applicable Pay Stations. If Publisher does not complete the initial delivery and placement of such Primary Directories in a Pay Station before QC's next visit to such Pay Station, then QC will notify Publisher, in writing, of the specific non-performance. If a directory binder in a Pay Station is damaged such that it cannot properly hold the Primary Directories, Publisher may fulfill its obligations under this Article IV by leaving such Primary Directories on a shelf or other place in the Pay Station that Publisher deems appropriate in its reasonable good faith judgment. In those geographic areas in which Publisher delivers Primary Directories to subscribers using the mail, Publisher will provide a sufficient number of Primary Directories to QC, and QC will place the proper Primary Directories in each Pay Station then available for directory placement reasonably promptly after receipt of such Primary Directories from Publisher, but in no event sooner than QC's next scheduled visit to a Pay Station in the ordinary course of maintaining and servicing such Pay Station, and remove the old version(s) thereof.

4.2 On a regular basis, QC will submit in writing to Publisher its reasonable estimate of the then existing and anticipated need for excess Primary Directories to be used in connection with QC's performance under Article VI. Publisher will promptly review each such estimate and, upon approval (which will not be unreasonably withheld, conditioned or delayed), arrange for delivery of the estimated quantity of Primary Directories to QC in a timely manner, and at no cost to QC. Such deliveries will be made to the location(s) within the Publisher Region specified by QC in its reasonable good faith judgment from time to time. If Publisher and QC disagree about any such estimate, they will cooperate in good faith to negotiate an acceptable quantity of Primary Directories to be delivered to QC.

4.3 If QC intends to require that Publisher deliver to QC or place in one or more Pay Stations any Primary Directory in a form other than the printed paper form of such Primary Directory (including as a result of any change in the configuration or functionality of the Pay Stations) or Publisher intends to cease publishing the printed paper form of any Primary Directory in any area in which Pay Stations are located, the applicable Party will notify the other

Party at least one (1) full publishing cycle for the applicable Primary Directory in advance of any such change and the Parties will use commercially reasonable efforts to agree on: (i) the functionality of the new form of Primary Directory to be placed in the applicable Pay Stations following such event; (ii) the binder or other equipment necessary to permit the use of such new form of Primary Directory in the applicable Pay Stations; and (iii) the allocation between the Parties of one-time and recurring costs and responsibilities with respect to the initial placement, continuing replacement and repair of such new form of Primary Directory and associated equipment in the applicable Pay Stations. If the Parties are unable to agree on the foregoing, then QC will no longer be obligated to provide space to Publisher on an exclusive basis for placement of, and Publisher will no longer be obligated to supply, Primary Directories in the applicable Pay Stations and either Party may terminate this Agreement with respect to the applicable Pay Stations.

ARTICLE V PURCHASING AND INSTALLATION OF BINDER EQUIPMENT

5.1 Publisher will purchase, at its own cost, all binders and related hardware, including any such equipment that is necessary to replace existing binders and/or related hardware or to place additional Primary Directories in additional Pay Stations, provided that Publisher will not be responsible for purchasing the tools that QC uses to install the binders and related hardware. Publisher may purchase such binders and related hardware from the supplier of its choice, subject to maintaining reasonable and consistent quality levels. Subject to Section 5.4, the Trademark License Agreement, Exhibit C of the Publishing Agreement and any other applicable rules, regulations and/or requirements pertaining to any of the Pay Stations, after consulting with QC, Publisher will have final approval (such approval to be exercised in its reasonable discretion) over the design and style of the binders. For clarification purposes, the execution of this Agreement in and of itself will not create an obligation for Publisher to replace all of the currently existing binders and hardware, and Publisher will be entitled to continue to use such existing binders and hardware subject to the other terms and conditions of this Agreement.

5.2 On a regular basis, QC will submit in writing to Publisher its reasonable estimate of the then existing and anticipated need for binders and related hardware, which for replacement binders and related hardware will be consistent with the QC's and Dex's past practices with respect to the frequency of binder replacement pursuant to Section 6.2. Publisher will promptly review each such estimate and, upon approval (which will not be unreasonably withheld, conditioned or delayed), purchase such equipment and arrange for its delivery to QC in a timely manner, and at no cost to QC. Such deliveries will be made to the location(s) reasonably specified by QC from time to time. If Publisher and QC disagree about any such estimate, they will cooperate in good faith to negotiate an acceptable quantity of binders and related hardware to be delivered to QC.

5.3 On each visit to a Pay Station, QC will ensure that all such Pay Stations have binders and related hardware installed (if necessary); provided, however, that QC's binder and/or hardware installation and replacement obligations under this Agreement are contingent upon Publisher supplying QC with the required binders and related hardware pursuant to Section 5.2.

5.4 If the provider of a Pay Station site objects to the directory binder color or style, QC and Publisher will cooperate in good faith to negotiate an acceptable arrangement with the site provider to replace such binder with a binder that is less conspicuously branded or that is a non-branded generic, or for another type of enclosure that will adequately protect the Primary Directories.

ARTICLE VI INCIDENTAL DIRECTORY AND BINDER PLACEMENT

6.1 On each visit to a Pay Station, QC will, at its own expense, inspect and determine whether Publisher's Primary Directories remain in directory binder(s), and place such Primary Directories in directory binder(s) where necessary. QC will, at its own expense, further inspect Publisher's Primary Directories at a Pay Station on every visit to such Pay Station and promptly replace (from the inventory provided by Publisher) any and all Primary Directories that it determines are: (a) faded due to exposure to sun, rain or humidity; (b) stolen or missing; (c) torn (i.e., missing front or back covers or pages, or any significant portions of any of the foregoing); (d) unable to be easily used by a Pay Station customer (i.e. excessively soiled, swollen due to moisture, or having a substantial number of crumpled pages); or (e) otherwise unsightly or in poor condition or disrepair, as QC reasonably determines in its good faith judgment from the circumstances.

6.2 QC will also, at its own expense, inspect Publisher's directory binders and directory hardware at a Pay Station on every visit to such Pay Station and use reasonable efforts to promptly remove any and all graffiti, stickers or other foreign objects or writing placed on the binders or the hardware and promptly replace (from equipment provided by Publisher) any and all: (a) binders that are damaged or missing, faded or weather worn, excessively soiled, cracked or broken, or incorrectly sized for the then current edition of the directory; and (b) directory hardware that is broken, severely bent, missing or otherwise in poor condition.

6.3 QC's Primary Directory installation and replacement obligations under this Agreement are contingent upon Publisher supplying QC with an adequate amount of Primary Directories pursuant to Section 4.2.

6.4 QC will, at its own expense, discard old Primary Directories that it removes from Pay Stations.

6.5 Publisher will be responsible for, and bear all reasonable costs and expenses (including installation costs) related to, replacing any binders and related hardware as a result of Publisher re-branding its Primary Directories or redesigning its binders.

6.6 QC will be responsible for, and bear all reasonable costs and expenses (including installation costs) related to, replacing any binders and related hardware as a result of QC unilaterally re-branding its local exchange carrier service in a manner that requires Publisher to redesign its binders.

**ARTICLE VII
MATERIAL OWNERSHIP**

Publisher has, and will obtain and retain, title to all of the binders and replacement binders associated with the Primary Directories in the Pay Stations.

**ARTICLE VIII
INFORMATION/REPORTS**

8.1 QC will, at no cost to Publisher, provide Publisher with a master list of all Pay Stations on or about January 30th of each year during the term of the Agreement. This master list will include for each Pay Station: (a) the complete address and telephone number of the Pay Station; (b) a designation of whether it is an indoor or an outdoor payphone; (c) the type of Primary Directory to be supplied by Publisher (i.e. white pages, yellow pages, combined or both); and (d) a designation of whether or not a directory binder is or will be in place. When available, QC will also, at no cost to Publisher, provide Publisher with placement comments, such as “book at front desk” or “site provider does not want directory binders.” QC will also, at no cost to Publisher, provide an updated list to Publisher thirty (30) days prior to scheduled directory delivery in a city or state (pursuant to Section 8.2) so Publisher can use such updated list for initial directory placement in Pay Stations in such city or state. Publisher will treat these master lists and updated lists as the confidential and proprietary information of QC and will not disclose or copy these lists except as may be reasonably necessary for Publisher to perform its obligations hereunder and as is consistent with Section 11.1.

8.2 Publisher will, at no cost to QC, provide QC with the following: (a) a master schedule of directory delivery dates by city and state, including sizes of the books (length and width of the directory) and whether the directory will be split or combined, with updates thereto as and when the schedule/size of directory is changed during the year; (b) a copy of any and all reports that Publisher prepares, or receives from its agents or subcontractors, concerning any inability to install a directory or any other problem(s) identified at any Pay Station, with the address and telephone number of such Pay Station identified; (c) the total number of Primary Directories supplied by Publisher to QC for Pay Stations (by delivery sites) as soon as such information can reasonably be captured in Publisher’s database and made available for reporting; and (d) information about the availability of Publisher’s Primary Directories so as to enable QC employees working on Pay Stations to ration or limit the number of such Primary Directories replaced to critical locations, if necessary.

**ARTICLE IX
LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary elsewhere in this Agreement, neither Party, nor its respective Affiliates, will be liable to the other Party or its Affiliates for any damages other than direct damages, except in the case of fraud or willful misconduct. Each Party agrees that it is not entitled to recover, and agrees to waive any claim with respect to and will not seek, consequential, punitive or any other special damages as to any matter under, relating to or arising out of the Parties’ respective obligations contemplated by this Agreement, except with respect to such claims and damages arising directly out of a Party’s fraud or willful misconduct.

ARTICLE X INDEMNIFICATION

10.1 Buyer and Publisher will jointly and severally indemnify and hold harmless QC and its directors, officers, employees, Affiliates, agents and assigns from and against any and all Losses directly or indirectly based upon, arising from or resulting from Publisher's failure to perform any of its obligations under this Agreement. If Publisher's failure to perform is limited in geographic scope to either the Dexter Region or the Rodney Region, the foregoing indemnity will not be deemed to be made jointly and severally by Buyer and Dexter Publisher and Rodney Publisher in their joint capacity as Publisher, but instead will be deemed made jointly and severally by Buyer and Dexter Publisher with respect to the Dexter Region, and jointly severally by Buyer and Rodney Publisher with respect to the Rodney Region.

10.2 QC will jointly and severally indemnify and hold harmless Publisher and its directors, officers, employees, Affiliates, agents and assigns from and against any and all Losses directly or indirectly based upon, arising from or resulting from QC's failure to perform any of its obligations under this Agreement.

ARTICLE XI MISCELLANEOUS

11.1 Confidentiality. Each of the Parties agrees that all non-public, confidential information so received from the other Party or in the course of performing its obligations hereunder (including the location of the Pay Stations), is deemed subject and received pursuant to Section 5.9 of the LLC Purchase Agreement.

11.2 Further Assurances. Each Party will take such other actions as the other Party may reasonably request or as may be necessary or appropriate to consummate or implement the transactions contemplated by this Agreement or to evidence such events or matters.

11.3 No Agency; Right to Subcontract.

(a) Nothing in this Agreement and no action of or inaction by either of the Parties hereto will be deemed or construed to constitute an agency relationship between the Parties hereto. Each Party is acting independently of the other and neither Party has the authority to act on behalf of or bind the other Party.

(b) Notwithstanding anything to the contrary contained herein, Publisher will be permitted, at any time and from time to time, to carry out or otherwise fulfill its obligations hereunder through one or more agents, subcontractors or other representatives, each engaged with due care and required to be experienced, capable and of similar quality as Publisher, provided that in any event Publisher will remain liable for such obligations hereunder. Notwithstanding the foregoing, Publisher will not have the right to sublicense any marks or other intellectual property granted under this Agreement.

11.4 Governing Laws; Compliance with 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.

11.5 Amendments; Waivers. Except as expressly provided herein, this Agreement and any attached Appendix may be amended only by agreement in writing of all Parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by both Parties and then only to the specific purpose, extent and instance so provided. No failure on the part of either 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.

11.6 No Assignment. Neither this Agreement nor any rights or obligations hereunder are assignable by one Party without the express prior written consent of the other Party; provided, however, that: (i) either Party may assign this Agreement upon written notice to the other Party to any of its Affiliates without the consent of the other Party if the assigning Party requires such Affiliate to acknowledge in writing that it has assumed this Agreement and the assigning Party remains liable for its obligations hereunder; and (ii) a Change of Control of either Party hereto will not be deemed to be an assignment of this Agreement, provided that if the relevant Party is no longer directly bound as a party to this Agreement (e.g., because the Change of Control is a sale or transfer of assets or is the result of a transaction pursuant to which the successor, surviving or acquiring entity does not automatically succeed to the obligations of such Party by operation of law), the successor, surviving or acquiring entity is required to agree in writing (whether as part of the acquisition agreement that provides for the other Party to be a third party beneficiary or in a separate agreement) to assume this Agreement.

11.7 Alternative Dispute Resolution. Any dispute, controversy or claim arising under or related to this Agreement, regardless of the legal theory upon which it is based, will be settled by final, binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 et seq., in accordance with the American Arbitration Association Commercial Arbitration Rules. Nothing herein will, however, prohibit a Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. In any arbitration, the number of arbitrators will be three, QC, on the one hand, and Publisher, on the other hand, each having the right to appoint one arbitrator, who will together appoint a third neutral arbitrator within thirty (30) days after the appointment of the last Party-designated arbitrator. All arbitration proceedings will take place in Denver, Colorado. The arbitrators will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that only damages allowed pursuant to this Agreement may be awarded (excluding consequential, punitive or other special damages pursuant to Article IX). Except as otherwise expressly provided in this Section 11.7, each Party will bear the expenses of its own counsel and will jointly bear the expenses of the arbitrators. The arbitrators will allocate the remaining costs of the arbitration proceeding. The Parties agree that the arbitrators will include, as an item of damages, the costs of arbitration, including reasonable legal fees and expenses, incurred by the prevailing party if the arbitrators determine that either (i) the non-prevailing party did not act in good faith when disputing its liability hereunder to the prevailing party or when initiating a claim against the prevailing party, or (ii) the prevailing party has had to resort to arbitration with respect to a substantially similar claim (whether or not with respect to the same Service Area) more than twice in any thirty-six

(36) month period. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this Section 11.7, such proceedings will be brought only in the federal or state courts located in the State and County of New York, which will have exclusive jurisdiction to resolve any disputes with respect to this Agreement, with each Party irrevocably consenting to the jurisdiction thereof. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the Party requesting such compliance, will be reimbursed by the non-complying Party to the requesting Party.

11.8 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given: (i) immediately when personally delivered; (ii) when received by first class mail, return receipt requested; (iii) one day after being sent by Federal Express or other overnight delivery service; or (iv) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to Publisher and QC will, unless another address is specified by Publisher or QC hereafter in writing, be sent to the address indicated below:

If to Publisher, addressed to:

SGN LLC

Attention: _____

Fax: _____

AND

Dex Holdings LLC

Attention: Chairman and CEO

Fax: _____

With a copy to (which will not constitute notice):

Attention: _____

Fax: _____

If to QC, addressed to:

Qwest Corporation

1801 California Street
Denver, Colorado 80202
Attention: _____
Fax: (303) 296-5974

AND

Qwest Communications International Inc.
1801 California Street
Denver, Colorado 80202
Attention: General Counsel
Fax: (303) 296-5974

With a copy to (which will not constitute notice):

O'Melveny & Myers LLP
1999 Avenue of the Stars, Suite 700
Los Angeles, California 90067
Attention: Steven L. Grossman, Esq.
Fax: (310) 246-6779

11.9 Entire Agreement. This Agreement, including any appendices attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

11.10 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

11.11 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.

11.12 Counterparts. This Agreement and any amendment hereto or any other agreement delivered pursuant 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.

11.13 Successors and Assigns; No Third Party Beneficiaries. 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, entity or governmental entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

11.14 Force Majeure. Neither Party will be in default under this Agreement or liable for any nonperformance that is caused by any occurrence or circumstance beyond such Party's reasonable control (including epidemic, riot, unavailability of resources due to national defense priorities, war, armed hostilities, strike, walkouts, civil disobedience, embargo, fire, flood, drought, storm, pestilence, lightning, explosion, power blackout, earthquake, volcanic eruption or any act, order or requirement of a regulatory body, court or legislature, civil or military authority, foreseeable or unforeseeable act of God, act of a public enemy, act of terrorism, act of sabotage, act or omission of carriers, or other natural catastrophe or civil disturbance) during the period and to the extent that such extraordinary condition delays, impairs or prevents such Party's performance.

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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.

QWEST CORPORATION

By: _____
Name: _____
Title: _____

SGN LLC

By: _____
Name: _____
Title: _____

GPP LLC

By: _____
Name: _____
Title: _____

DEX HOLDINGS LLC

By: _____
Name: James A. Attwood, Jr.
Title: Managing Director

By: _____
Name: Anthony J. de Nicola
Title: Managing Director

APPENDIX A

During the term of this Agreement, space in the Pay Stations in Durango and Cortez, Colorado, and in Farmington and Aztec, New Mexico, will be leased by QC to Publisher on a non-exclusive basis for a charge of \$24.00 per year, per station. This charge may be increased by QC, from time to time during the term of the Agreement, by an amount reflecting any increase in the Consumer Price Index for All Urban Consumers ("CPI-U") published by the U.S. Bureau of Labor Statistics, comparing the CPI-U for the month in which the charge was set last to the CPI-U for the month immediately prior to the month in which QC elects to increase the charge.