

Exhibit No. ____ (LLS-12)

January 1, 2003 Publishing Agreement

(As provided in Verizon NW's Response to PC Data Request 152,
Attachment PC-152a)

Attachment PC-152a

DIRECTORY PUBLISHING AGREEMENT

This DIRECTORY PUBLISHING AGREEMENT (the "Agreement") is effective as of January 1, 2003, by and between Verizon Directories Corp., a Delaware Corporation, Verizon Directory Publishing Corp., a Delaware corporation, and Verizon Yellow Pages Company, a Delaware corporation (collectively, the "Publisher"), and Verizon Services Corp, Telesector Resources Group, Inc d/b/a Verizon Services Group, and Verizon Corporate Services Group Inc. on behalf of the Verizon operating telephone companies listed in Attachment A (collectively "Telephone Company"), herein referred to individually as a "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, the Telephone Company has certain regulatory obligations to publish and distribute telephone directories containing white page listings and classified business listings of subscribers, as hereinafter defined; and

WHEREAS, the Publisher is engaged in the national publishing, printing and distribution of telephone directories and is willing to fulfill Telephone Company's regulatory obligations related to telephone directories for and on behalf of the Telephone Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

The following terms as used herein have the following meanings:

1.1 "Affiliate" shall include any other entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 "Bankruptcy" with respect to any party to this Agreement, shall be deemed to have occurred (i) if any proceedings are initiated by or against it under any law relating to the relief or reorganization of debtors, which in the case of an involuntary proceeding is not dismissed within 120 days after filing, or (ii) upon the appointment of any receiver or trustee to take possession of its properties, any assignment for the benefit of its creditors, or any other similar action by or on behalf of its creditors which is not vacated or stayed within 90 days of such appointment or action.

1.3. "Billing Services Agreement" means the Billing Services Agreement in effect from time to time between, the Telephone Company and Publisher.

1.4. "Consumer Guide" means the section of a Telephone Directory that provides information about telephone service and other general consumer information.

1.5. "Directory Advertising" means any non-tariffed advertising included in the Telephone Directories.

1.6. "Government Pages" means the section of a telephone directory containing information required by law or applicable regulatory authority to be included in the Telephone Directory and related to accessing local, state or federal government agencies.

1.7. "Listings License Agreement" means the Listings License Agreement in effect from time to time between the Telephone Company and Publisher.

1.8. "Medium" shall refer to the medium used for the publication of a Telephone Directory, whether in print, electronic, CD-ROM or any other form.

1.9. "Non-Listed Subscribers" means subscribers of the Telephone Company and Other Telecommunications Providers who have indicated to the Telephone Company or such Other Telecommunications Providers that their listing information shall not be published in any Telephone Directory and/or shall not be listed in the Telephone Company's directory assistance records.

1.10. "Other Telecommunications Providers" means those providers or resellers of intraLATA local exchange services for whom the Telephone Company has agreed or is required to provide directory services.

1.11. "Regulatory Obligations" means any lawful requirement or mandate imposed on Telephone Company by the Federal Communications Commission, any state public utility commission or other government regulatory body having jurisdiction over Telephone Company's business and that relate to the publication of Telephone Company's telephone directories, including but not limited to publication of subscriber listings (including all Extended Area Service ("EAS") listings which Telephone Company is required to include in its directory), publication of light faced listings in yellow pages for business subscribers, delivery of directories to subscribers, and publication of certain other information.

1.12. "Telephone Directories" are compilations of both the alphabetical subscriber listings (the "White Pages") and classified business listings (the "Yellow Pages"), whether compiled separately or together, for those areas where the Telephone Company and Other Telecommunications Providers are authorized to provide intraLATA exchange service. Telephone Directories may be in any Medium.

ARTICLE 2

PUBLICATION AND DISTRIBUTION OF TELEPHONE DIRECTORIES

The parties hereby agree as follows:

2.1 The Publisher hereby agrees to fulfill, in accordance with the terms and conditions of this Agreement, the Telephone Company's Regulatory Obligations. Publisher may either acquire EAS listings from Other Telecommunications Providers for inclusion in the directories published pursuant to this Agreement or, where Publisher determines it is more cost efficient, purchase the directories of Other Telecommunications Providers as necessary to meet Telephone Company's regulatory requirements.

2.2 The Telephone Company, at its own expense, will provide to the Publisher the information (including, without limitation, information concerning Other Telecommunications Providers) necessary to enable the Publisher to fulfill the Regulatory Obligations. The Telephone Company will provide such information in a format reasonably agreed to by the parties and in a timely manner reasonably determined after consultations with Publisher. The Telephone Company and Publisher will comply with the terms, conditions, and obligations set forth in Attachment B with respect to system interfaces, directory-related activities, and notification to Publisher of system-related changes and product and service order changes that may impact directory publication. The Telephone Company will be responsible for the accuracy and timely delivery of all information described in this Section 2.2 and will correct any incorrect information at its expense upon notification from Publisher. To the extent Publisher is required by Telephone Company to take additional steps to satisfy any of Telephone Company's Regulatory Obligations due to errors or omissions by Telephone Company, Telephone Company will reimburse Publisher for any reasonable expenses associated with satisfying these Regulatory Obligations.

2.3 The Telephone Company will provide Publisher with listing information of Telephone Company subscribers and subscribers of Other Telecommunications Providers under the terms of the Listing License Agreement.

2.4 Publisher shall be solely responsible for design of directories, including but not limited to covers, page layout, classified heading structure, type size and fonts, directory size and format, scope of publication, Consumer Guide and other content, subject to compliance with Regulatory Obligations. Publisher shall be responsible for marketing, media relations, sales, sales and production schedules, directory publication dates, procedures, standards, and practices relating to the production of directories. Publisher will reasonably engage Telephone Company and its representatives in advance discussions related to the successful implementation of Publisher-initiated product changes that have a material impact on Telephone Company's systems, processes, or policies. Publisher will notify Telephone Company of any material change to a white

pages directory, including changes to the scope, media, or publication date of the white pages directory, and Telephone Company will notify Publisher of either its concurrence or disagreement with the proposed material change. If Telephone Company does not concur with such material change to a white pages directory, Publisher and Telephone Company shall develop a collaborative solution to the proposed material change acceptable to both parties. In this context, a material change means, among other things, a change in the Publication date of a white pages directory of more than three months, a change in the scope of a directory that adds or removes more than 20% of the listings from a particular book, or a change in the media of the directory (i.e., from paper to CD-ROM). Each Party will notify the other of significant changes associated with product branding/design. The Publisher may sell advertising in any section of the Telephone Directories and the Telephone Company will have no rights or interest in any revenues received by the Publisher in connection with the sale or other marketing of Directory Advertising. All revenues from tariffed listings and tariffed services will belong to the Telephone Company.

2.5 The Telephone Company will provide to the Publisher, at least thirty (30) days in advance of each Telephone Directory close date, all Consumer Guide information and information about Other Telecommunications Providers to be included in any Telephone Directory. Publisher may establish reasonable limits on information to be included in the Consumer Guide, at no charge, that is not required by law or Regulatory Obligations. The Telephone Company and Other Telecommunications Providers each may purchase additional pages in the Consumer Guide or other section at Publisher's standard rates. Publisher may set a reasonable limit on the number of Consumer Guide pages available for sale. Publisher agrees that it will not offer to sell any more pages in the Consumer Guide to any Other Telecommunications Provider than it offers to the Telephone Company.

2.6 Each Party will provide written notice of any material planned changes to the methods or systems of such Party that may require material method or system changes by, or other action of the other Party. Such notice will be provided within thirty (30) days after the decision is made to make any such change, and at least one hundred eighty (180) days before any such material changes are to be implemented. Responsibility for the costs associated with such material systems changes shall be as follows:

- (i) The Telephone Company will promptly notify Publisher in writing of any proposed or new regulatory (or other legally mandated) requirement that requires or may require changes to the Telephone Directories. With respect to proposed regulatory requirements, the Telephone Company agrees to use its best efforts to work with Publisher to insure that such requirement is reasonably acceptable to both parties. Each Party will pay its own costs and expenses associated with all such changes, except that Telephone Company will reimburse Publisher for any of Publisher's additional costs resulting from Regulatory Obligations enacted after the effective date of this Agreement, consistent with any regulatory limitations

relating to such compensation as provided herein. Publisher will be responsible for such costs that are less than one hundred thousand dollars (\$100,000) per incident, up to a maximum of five hundred thousand dollars (\$500,000) per year, and the Telephone Company will reimburse Publisher for all other such costs.

(ii) If a Party makes a material change to its methods or systems, and such material change is not the result of Regulatory Obligations and necessitates a material change to the other Party's methods or systems, the Publisher and the Telephone Company shall work together to determine the appropriate way to allocate any costs. The President of the Publisher and the President of Telephone Company's LiveSource business unit (or its successor), or their designees, shall work together to resolve any disagreements concerning any such allocation.

Telephone Company will also reimburse Publisher for the cost of acquiring Extended Area Listings from Independent Telephone Companies that the Telephone Company is required to include in the Telephone Directories and, where Publisher determines it is more cost efficient to Verizon (as an enterprise), the cost of purchasing and distributing the directories of Other Telecommunications Providers as necessary to meet Telephone Company's regulatory requirements, other than the cost of such listings that Publisher has chosen to include in its directories for its own marketing purposes. Publisher will pay all other costs associated with the publication of Extended Area Listings, other than costs associated with regulatory changes requiring the inclusion of additional Extended Area Listings made after the effective date of this Agreement, which shall be treated as a regulatory change discussed above. The Parties agree to use reasonable efforts to cooperate in the event the other Party seeks or initiates any changes with respect to the Telephone Directories under this §2.6; provided, however, that neither Party shall have any obligation to make a change requested by the other which the non-requesting Party regards as commercially unreasonable unless the change is required by regulation or law. Attachment B will be amended as necessary to comply with law or regulation or as the Parties otherwise agree.

2.7 The Publisher will distribute to each Telephone Company subscriber and to subscribers of Other Telecommunications Providers (including in each case Non-Listed Subscribers), each issue of the Telephone Directories, in an appropriate quantity and Media.

2.8 The Publisher and the Telephone Company each will designate (by business organization and title) a representative to serve as its primary contact for issues relating to the fulfillment of its obligations under this Agreement and relating to product changes, data transmission, access to information or security. Said representatives will communicate at least monthly. The Publisher and the Telephone Company each also will designate (by business organization and title) a backup representative to serve in the event of the absence or unavailability of its primary representative.

2.9 The Telephone Company agrees to use its best efforts to minimize directory publication and distribution costs and requirements and to support and cooperate with the Publisher in efforts to provide Telephone Directories in quantities and Media desired by subscribers. Where existing law or regulation requires directory production (including Media) and distribution that are not in accordance with subscriber wishes, the Telephone Company and the Publisher agree to use reasonable efforts to work together to change such law and regulations.

2.10 All Telephone Directories published and distributed by the Publisher under this Agreement will be owned and copyrighted by and in the name of the Publisher.

2.11 Any billing and collection activity required as a consequence of the performance by each Party of its obligations hereunder shall be performed in accordance with the terms of the Billing Services Agreement.

2.12 The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

(i) Publisher shall be responsible for any sales, use, excise, gross receipts or other tax-like charge, excluding any tax levied on property or income, ("Taxes") assessed on Publisher on any goods or services that are purchased, used or consumed by Publisher in providing the goods and services under this Agreement. Publisher shall also be responsible for any Taxes assessed on any goods or services purchased from Telephone Company under this Agreement. Telephone Company shall be responsible for any Taxes assessed on any goods or services purchased from Publisher under this Agreement. If applicable law places the responsibility on the providing Party to collect a tax from the purchasing Party and the providing Party fails to do so, then the providing Party will be responsible for any penalty associated with its failure to do so. Interest will be borne by the Party that had use of the tax money during the period on which interest is assessed.

(ii) The Parties agree to cooperate with each other to minimize, to the extent legally permissible and commercially reasonable, the overall Taxes that may be due on goods, services and revenues under this Agreement. Each Party shall provide and make available to the other any resale certificates or other information reasonably requested by the other Party to aid in the overall reduction of Taxes due under this Agreement.

(iii) If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner to resolve the audit and/or any resulting controversy expeditiously.

(iv) All other taxes incurred as a result of this Agreement, including taxes on property and income, will be borne by the Party to this Agreement on which the law places the responsibility on such Party.

ARTICLE 3

TERM OF AGREEMENT; TERMINATION

3.1 This Agreement will become effective on January 1, 2003, and will remain in force for a term of five (5) years. Thereafter, the Agreement will be automatically renewed on the same terms and conditions for successive one-year terms, provided that either Party may terminate this Agreement on the expiration of the original term or any renewal term, upon not less than twelve (12) months prior written notice to the other Party. The rights and obligations of the Telephone Company and the Publisher pursuant to Section 3.6 and Articles 4, 5, 7 and 8 hereof will survive the termination or expiration of this Agreement.

3.2 If under applicable law, this Agreement or notice thereof must be filed with, and/or approved by a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing and/or approval have occurred.

3.3 This Agreement shall replace all current and existing publishing agreements and other understandings, arrangements and agreements between the Parties and between the Parties' respective predecessors, regarding the subject matter hereof, and all such other agreements, understandings, arrangements and agreements shall automatically terminate without further action required by either Party, except for (i) any publishing agreement or agreements affecting directories published in the State of Illinois, ("the Illinois Agreement") and (ii) that Agreement by and between NYNEX Information Resources Company and New York Telephone Company (the "New York Agreement"). The Illinois Agreement and the New York Agreement shall continue in full force and effect until such agreements expire or are otherwise terminated in accordance with their terms. The Parties agree to cooperate to facilitate inclusion of the publication of directories in New York within this Agreement as soon as practical.

3.4 This Agreement may be terminated by either Party:

(i) Subject to §7.2, on prior written notice if the other Party materially breaches this Agreement and the breach continues without cure for, or if reasonable steps to correct such breach are not taken within ninety (90) days following notice of such breach and diligently pursued thereafter; or

(ii) Upon change in control or ownership of either Party without the prior written consent of the other Party, or

(iii) Upon the Bankruptcy or dissolution of the other Party.

3.5 The Publisher and the Telephone Company agree that it is mutually beneficial to the Parties and to the public that an orderly transition process occur, which focuses on providing continued quality directory publication service to the Telephone Company subscribers, and preventing undue disruption of and loss to the Publisher's business. Therefore, upon the expiration or termination of this Agreement the representatives described in §2.8 will coordinate the wind down of the business relationship between the Publisher and the Telephone Company. Prior to the expiration or termination of this Agreement, the Telephone Company will continue to provide all information as required by Article 2 for all Telephone Directories with established publication dates prior to the effective date of expiration or termination. The Telephone Company will not be obliged to provide information for Telephone Directories with publication dates after the effective date of termination or expiration.

3.6 Nothing in this Agreement will be construed as precluding the Publisher from conducting a commercial advertising and directory publishing business or other business(es) during the term of this Agreement or after expiration or termination of this Agreement, including without limitation publishing telephone or other directories, including directories for those areas where the Telephone Company and Other Telecommunications Providers are authorized to provide intraLATA exchange service. The Parties may agree on standards applicable to any such business conducted by Publisher during the term of this Agreement to the extent such business may adversely impact Telephone Company's compliance with its Regulatory Obligations.

ARTICLE 4

CONFIDENTIAL INFORMATION; PROPRIETARY INFORMATION

4.1 The Telephone Company agrees that the following are and will remain the confidential information of, and the sole and exclusive property of, the Publisher, and will not be used by the Telephone Company for any purpose or disclosed by the Telephone Company to any person without Publisher's express written consent:

(i) All systems and software developed or to be developed by or on behalf of the Publisher related to the publishing of the Telephone Directories; and

(ii) All information, data and materials obtained or compiled by or on behalf of the Publisher relating to Directory Advertising, including all customer data and advertising records, and all reports, studies and other materials done by or paid for or to be paid for by or on behalf of the Publisher relating thereto.

4.2 The Publisher agrees that the following are and will remain the confidential information of, and the sole and exclusive property of, the Telephone Company, and will not be used by the Publisher for any purpose or disclosed by the Publisher without the Telephone Company's express written permission:

(i) All systems and software developed or to be developed by or on behalf of the Telephone Company related to the publishing of the Telephone Directories.

(ii) All information, data and materials obtained or compiled by or on behalf of the Telephone Company, including all customer data and all reports, studies and other materials done by or paid for or to be paid for by or on behalf of the Telephone Company or an affiliate of the Telephone Company relating thereto.

ARTICLE 5

NOTICES AND DEMANDS

5. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given (i) one business day following electronic confirmation of successful transmission of any notice transmitted by facsimile, (ii) one business day following the date sent when sent by overnight delivery, (iii) one business day following electronic confirmation of receipt by addressee of any notice transmitted via electronic mail and (iv) three business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid at the following addresses.

Telephone Company: Verizon Services Corp.
1515 N. Court House Road
Arlington, Virginia 22201
Tel: 703-351-3043
Attn: Associate General Counsel, Business Services

Verizon Services Corp.
13100 Columbia Pike, D38
Silver Spring, MD 20904
Tel: 301-282-5643
Attn: Manger – Sale of Listings

Publisher: Verizon Directories Corp.
Attn: Vice President – Finance
Verizon Place, 2200 West Airfield Drive
P.O. Box 619810
D/FW Airport TX 75261-9810

Copy to: Verizon Directories Corp.
Attn: Associate General Counsel
Verizon Place
2200 West Airfield Drive
P.O. Box 619810
D/FW Airport TX 75261-9810

The foregoing notice data maybe changed at any time by written notice to the other Party.

ARTICLE 6

RISK ALLOCATION

6.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER THE PUBLISHER NOR THE TELEPHONE COMPANY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY TO THE EXTENT COMPRISING INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS) FROM ANY SUCH DAMAGES CLAIM.

6.2 No action or proceeding hereunder against a Party may be commenced more than two (2) years after the cause of action arises.

6.3 The Publisher and the Telephone Company each acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The remedy limitations, and the limitations of liability, are separately intended to limit the relief available to the Parties.

6.4 Telephone Company agrees to defend, indemnify, defend and save Publisher harmless from and against any liability, suits, damages, claims, and costs arising in any manner from acts done or omitted by Telephone Company under or in connection with this Agreement.

6.5 Publisher agrees to defend, indemnify and save Telephone Company harmless from and against any liability, suits, damages, claims, and costs arising in any manner from acts done or omitted by Publisher under or in connection with this Agreement.

6.6 The Party to which a claim is made will notify the other Party within thirty (30) days after a notice of claim is received for which the other Party may be liable under this Article 6. If a particular Telephone Directory must be reprinted or corrected as a result of content errors or omissions, the Party causing the content error or omission will pay the total cost of reprinting and distributing the directory or taking other corrective action.

ARTICLE 7

DISPUTE RESOLUTION

7.1 The Parties agree that resolving disputes at the earliest possible moment will best serve their respective interests. In no event will the Parties permit the pendency of a dispute to disrupt the publication of Telephone Directories as contemplated by this Agreement.

7.2 In the event any dispute arising out of or related to this Agreement, or the breach, termination or validity thereof, cannot be resolved to the satisfaction of both Parties, then each Party will nominate one senior officer of the rank of vice president or higher as its representative for purposes of attempting to resolve the dispute. These representatives will meet in person and alone (except for one assistant allowed for each Party) and will attempt in good faith to resolve the dispute. Such representatives will have ten (10) business days from the date on which either Party delivers written notice of the need to resolve any dispute pursuant to this Article 7. This procedure will be a prerequisite before either Party may terminate this Agreement (if permitted under Article 3) or seek resolution of the dispute through any means.

ARTICLE 8

MISCELLANEOUS

8.1 Entire Agreement. This Agreement, including all Exhibits and Attachments hereto, contains the entire understanding of the Parties and supersedes any and all prior or contemporaneous written or oral communications to the extent that they related in any way to the subject matter hereof.

8.2 Amendments. This Agreement may not be amended or modified orally, nor any of its terms waived, except in a writing signed by duly authorized representatives of both the Publisher and the Telephone Company.

8.3 Waiver. No failure of or delay by either Party hereto in exercising any right or power hereunder shall operate as a waiver thereof or of any subsequent or other right or power, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power.

8.4 Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, the Telephone Company and the Publisher and their respective successors and permitted assigns. Neither Party may assign this Agreement, in whole or in part, and any attempted assignment will be null and void; provided, however, that either Party may assign this Agreement to an affiliate of that Party that is wholly owned, directly or indirectly, by the parent of that Party.

8.5 Severability. The invalidity or unenforceability of any provision hereunder will not affect the validity or enforceability of any other provision hereunder.

8.6 Headings; Schedules and Exhibits. The headings in this Agreement are for convenience only and will not be construed to define or limit any terms herein or otherwise affect the meaning or interpretation of this Agreement. All Exhibits and Attachments attached hereto are herein incorporated by reference and made part of this Agreement.

8.7 Counterparts. This Agreement or any amendment may be executed in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one instrument. A facsimile of an executed counterpart will have the same legal effect as the original of such executed counterpart. In proving this Agreement, it will only be necessary to produce or account for the counterpart signed by the Party to be charged.

8.8 Force Majeure. Neither Party will be held liable for any delay or failure in performance of any part of this Agreement resulting from any cause beyond its control such as acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, inability to secure products or services from other persons or facilities, or acts or omissions of common carriers (collectively referred to as "force majeure conditions"). In the event of a force majeure condition affecting either Party, both Parties will use reasonable efforts to have Telephone Directories produced using alternative arrangements.

8.9 Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party will be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to seek specific performance of this Agreement in any action instituted in any court of

the United States having jurisdiction over the Parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

8.10 Choice of Law. This Agreement shall be governed by and construed under the laws of New York without regard to its choice of law principles. Consistent with Article 7 of this Agreement governing dispute resolution, the parties hereby consent to be subject to the exclusive jurisdiction of federal and state courts located in New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month and year first above written.

**VERIZON SERVICES CORP.
VERIZON SERVICES GROUP VERIZON CORPORATE SERVICES GROUP**

By: _____
Title: _____
Date: _____

**VERIZON DIRECTORIES CORP.
VERIZON DIRECTORY PUBLISHING CORP.
VERIZON YELLOW PAGES COMPANY**

By: _____
Title: _____
Date: _____

ATTACHMENT A

Verizon Services Corp on behalf of:

Verizon Delaware Inc.
Verizon Maryland Inc.
Verizon New Jersey Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington DC Inc.
Verizon West Virginia Inc.

Telesector Resources Group, Inc. d/b/a Verizon Services Group on behalf of:

Verizon New England Inc.

Verizon Corporate Services Group on behalf of:

Verizon California Inc.
Verizon Florida Inc.
Verizon Hawaii Inc.
GTE Midwest Incorporated c/b/a Verizon Midwest
Verizon North Inc. (for directories other than Illinois directories)
Verizon Northwest Inc.
Verizon South Inc. (for directories other than Illinois directories)
GTE Southwest Incorporated d/b/a Verizon Southwest
Verizon West Coast Inc.
Contel of the South Inc. d/b/a Verizon Mid-States

ATTACHMENT B

(Sections 2.2, 2.6)

DIRECTORY PRODUCT INITIATIVES

The Publisher will engage the Telephone Company within a mutually agreed upon time period for the purpose of notification and involvement in the successful implementation of Publisher-initiated product changes that involve the Telephone Company systems, processes, or policies.

TELEPHONE COMPANY REGULATORY/PRODUCT INITIATIVES

The Telephone Company will engage the Publisher within a mutually agreed upon time period for the purpose of notification and involvement in product/project planning to allow for Publisher impact assessment, planning, and successful implementation.

QUALITY

The Parties agree to provide view-only access to each other's listings databases (including but not limited to, NOCV, SOP/DOE, eTRAK, eListings, ATLAS, MISOS, SOACS, VAST, and DMRS) for the express purpose of maintaining the integrity of the information published in the Telephone Directories under the terms of this Agreement. View-only access will be allowed to both parties to view single accounts during normal system availability hours, and not for query or extract purposes. Toward the achievement of this goal, the Parties may, from time to time, agree on performance standards for each Party.

Each Party shall designate two single points of contact for each of the following functions, for the purpose of coordination as necessary from time to time:

- a. Marketing
- b. Operations (service order and listing activity)

Telephone Company shall be responsible for the content and composition of all information required by law or regulation to be included in the front of the directories.

INTERFACES OF OTHER TELECOMMUNICATIONS PROVIDERS

To allow meaningful impact assessment, planning, and appropriate participation in negotiations, the Telephone Company will timely engage the Publisher in discussions relating to any proposed new publishing requirements related to any proposed agreements, or changes to existing agreements, by and between the Telephone Company and any Other Telecommunications Provider to the extent such proposed requirements may impact the Publisher's obligations under this Agreement. The Telephone Company will use its commercially reasonable efforts to minimize additional costs to be incurred by Publisher under this Agreement as a result of any such proposed new requirements. The Telephone Company will notify the Publisher sixty (60) days in advance of any Telephone Company initiated change to policies, procedures, data interfaces, or organization points of contact associated with the acquisition and communication of Directory information from Other Telecommunications Providers.

major environmental disturbances, inability to secure products or services from other persons or facilities, or acts or omissions of common carriers (collectively referred to as "force majeure conditions"). In the event of a force majeure condition affecting either Party, both Parties will use reasonable efforts to have Telephone Directories produced using alternative arrangements.

8.9 Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party will be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to seek specific performance of this Agreement in any action instituted in any court of the United States having jurisdiction over the Parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

8.10 Choice of Law. This Agreement shall be governed by and construed under the laws of New York without regard to its choice of law principles. Consistent with Article 7 of this Agreement governing dispute resolution, the parties hereby consent to be subject to the exclusive jurisdiction of federal and state courts located in New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month and year first above written.

**VERIZON SERVICES CORP.
VERIZON SERVICES GROUP VERIZON CORPORATE SERVICES GROUP**

By: _____
Title: _____
Date: _____

**VERIZON DIRECTORIES CORP.
VERIZON DIRECTORY PUBLISHING CORP.
VERIZON YELLOW PAGES COMPANY**

By: Kathy Hales
Title: _____
Date: 5/10/04

APPROVED AS TO FORM AND LEGALITY
Jaw
Attorney
Date: 7 May 04

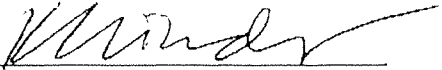
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Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party will be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to seek specific performance of this Agreement in any action instituted in any court of the United States having jurisdiction over the Parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

8.10 Choice of Law. This Agreement shall be governed by and construed under the laws of New York without regard to its choice of law principles. Consistent with Article 7 of this Agreement governing dispute resolution, the parties hereby consent to be subject to the exclusive jurisdiction of federal and state courts located in New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month and year first above written.

**VERIZON SERVICES CORP.
VERIZON SERVICES GROUP VERIZON CORPORATE SERVICES GROUP**

By: 
Title: President - Verizon LiveSource & Public
Date: 5-11-04

**VERIZON DIRECTORIES CORP.
VERIZON DIRECTORY PUBLISHING CORP.
VERIZON YELLOW PAGES COMPANY**

By: _____
Title: _____
Date: _____