Exhibit No. ____ (LLS-4)

Master Directory Publishing Agreement

(Source: Verizon NW Response to PC-152)

Attachment PC-152.c

MASTER DIRECTORY PUBLISHING AGREEMENT

GTE DIRECTORIES CORPORATION
AND
GTE TELEPHONE OPERATING COMPANIES
JOINT ENTERPRISE
DIRECTORY PUBLISHING AGREEMENT

This Joint Enterprise Agreement is made this 1st day of January, 1991, between GTE Directories Service Corporation, a Delaware Corporation and its subsidiaries identified in Addendum attached hereto as Schedule A (hereinafter "the Directory Company"), and the GTE Telephone Operating Company identified in Addendum attached hereto as Schedule A, individually on behalf of itself and its respective individual state telephone operations, (hereinafter, both individually and collectively, the "Telephone Company").

WHEREAS, the Telephone Company is obligated to publish and distribute listings of its telephone service subscribers to each service subscriber and desires, on the terms set forth herein, to have such listings combined with a yellow pages advertising directory and then distributed as either single or multi-volume directories, and

WHEREAS, the Directory Company is a nationwide seller, marketer, printer, publisher and distributor of telephone directories with service subscriber listings and yellow page advertising and desires, on the terms set forth herein, to produce and distribute such directories for the Telephone Company, and

WHEREAS, the Directory Company and the Telephone Company for their mutual benefit desire, on the terms set forth herein, to jointly pursue, develop, maximize and share revenues from white and yellow page directory advertising, NOW THEREFORE, in consideration of the mutual covenants stated herein, the Directory Company and Telephone Company agree as follows:

I. DEFINITIONS

ADVERTISER - Anyone whose order for Advertising is printed in a Directory.

ADVERTISING - Listings and display items printed in the Telephone Company's Directory for which there is a charge other than charges by the Telephone Company for an additional listing in the alphabetical pages.

BUSINESS DAYS - Includes all days of the week except recognized national holidays, Saturdays, and Sundays.

CORE DIRECTORY - The primary directory required to be published for a franchise area.

CUSTOMER - A Service Subscriber who purchases advertising in the Telephone Company's directory.

DELIVERY - The shipment to and receipt of directories at a specific location.

DIRECTORY - Bound printed single or multi volume books containing alphabetical and classified listings and Advertising produced under this Agreement.

DISTRIBUTION - The delivery of directories to service subscribers and others for use by them.

ENHANCEMENTS - Pages, sections, indices, directories (including neighborhood directories), inserts, advertising items and features which may be added to the alphabetical pages, legally required information pages and yellow pages sections of the Core Directories. Expanded coverage of Core Directories shall also be considered an enhancement.

FRANCHISE AREA - The geographic area in which the Telephone Company is the primary provider of local telephone service.

FRANCHISE REVENUE - Advertising revenues in one or more directories from Customers whose advertised telephone number or business location is in the franchise area and who are not parties to a National Yellow Page service agreement.

NON-FRANCHISE REVENUE - Advertising revenues from Advertisers whose advertised telephone number and business location is outside the Franchise Area and revenues from those Advertisers who are party to a National Yellow Pages service agreement.

PREAGREEMENT ENHANCEMENTS - Includes all Enhancements mutually implemented prior to January 1, 1990.

SERVICE SUBSCRIBER - A person or entity who purchases telephone service from the Telephone Company.

II. SCOPE

This Agreement covers the exclusive sale of Advertising, publishing, printing and distribution of the Telephone Company's Franchise Area Directories. This Agreement also covers the Directories of any telephone company or Franchise Area hereafter acquired by the Telephone Company except to the extent prohibited by other obligations or as the parties might otherwise agree. To the extent that the Joint Enterprise does not agree to publish a Core Directory for a Franchise Area, the Directory Company shall act as the Telephone Company's agent in arranging for the publication of such directory.

III. DURATION OF AGREEMENT

Subject to the provisions of Article XXI, this Agreement is effective on January 1, 1991, and will continue in force until December 31, 1995.

This Agreement will automatically renew for additional one year terms from year to year after its initial term unless either party gives the other at least one hundred twenty (120) days prior written notice of its intention to terminate the Agreement.

IV. RESPONSIBILITIES

The Telephone Company will (a) provide all listings to be printed in the Directory and/or Service Subscriber orders; and (b) bill and collect all Franchise Revenues. Such listings shall remain the sole property of the Telephone Company.

The Directory Company will (a) develop a product marketing plan for the Telephone Company's Directories; (b) market and promote the purchase of Advertising in the Directories; (c) solicit and sell Advertising in the Directories; (d) report any inaccurate listing information to the Telephone Company which is discovered during contacts with Customers; (e) develop, maintain and provide to the Telephone Company business classification headings; (f) design and develop Directory covers and other agreed upon inserts, ad items, Enhancements and features; (g) publish, print, bind and distribute such Directories to Service Subscribers in the Franchise Area covered by the Directories; and (h) bill and collect all Non-Franchise Revenues.

Except as may be specifically set forth herein, each party will bear the costs associated with its responsibilities. With regard to Enhancements other than Preagreement Enhancements, such Enhancements will only be used upon the mutual consent of the parties. Each party will pay fifty (50) percent of the cost of such Enhancements unless otherwise mutually agreed after the effective date of this Agreement. The type and level of such costs will be limited to the agreed upon total budget provided the units, quantity, or volume agreed to are not changed.

V. DIRECTORY SCHEDULE

Telephone Directories will be generally published at twelve (12) month intervals. A Directory Schedule will be agreed upon by the Directory Company and the Telephone Company in advance of each calendar year. If the Directory Company determines that the publication date for any specific Directory will be delayed from its scheduled publication date, the Directory Company will notify the Telephone Company in writing immediately. Any significant delay in the scheduled publication date must be approved in writing by the Telephone Company and where necessary by the appropriate regulatory agency.

VI. ADVERTISING RATES

The Directory Company will establish the Advertising rates for each Directory. Rates and items of Advertising producing Franchise Revenue will be subject to approval by the Telephone Company. Rates and Advertising items producing Non-Franchise Revenue are at the sole discretion of the Directory Company. Any new rates will be submitted to the Telephone Company at least thirty (30) days prior to the beginning of the sales canvas for the particular Directory. The Telephone Company will update its billing database and bill Customers the new rates as of the Directory publication date.

VII. DIRECTORY LISTING PROCEDURE

The Telephone Company will timely provide the Directory Company with the necessary information required for accurately compiling the alphabetical listings sections of the Directories. If requested, the Directory Company will provide the Telephone Company a reverse transmission of this listing data.

Also if requested, the Directory Company will provide a reasonable number of copies of the photocomposed negatives or Directory proofs of pages containing all alphabetical listings in preparation for printing for final edit by the Telephone Company. In addition, on the date of publication or within a reasonable time thereafter, the Directory Company will provide listings as reasonably requested by the Telephone Company in magnetic tape format. If a different method, medium or procedure is to be used, such method or procedure will be agreed upon by the parties in advance of the Directory publication date.

The Directory Company will provide show proofs of advertisements upon request of Advertisers and galley proofs of the alphabetical and classified sections of any Directory upon request of the Telephone Company at no charge. Proof of publication requested by Advertisers shall be the sole responsibility of the Directory Company.

VIII. PRINTING AND PUBLISHING

The Directory Company will be responsible for the publishing and printing of the Directories. The Directory Company will pay the expense of the inks, papers, plates, printing, glues, binding, compilation, graphics and publishing of the Core Directories as compiled in their 1990 editions and any Pre-Agreement Enhancements, and for any additional such expenses incurred because of normal growth in the alphabetical and classified sections of the Directories. The Telephone Company will pay the expense of the paper, plates, printing, compilation, graphics and publishing of any new Enhancements of the Directory which are required to comply with a local, state or federal filing, order, stipulation, regulation, rule or law.

If the parties agree that a particular Directory must be reprinted or corrected as a result of content errors or omissions, the party so causing the content error or omission will pay the total cost of reprinting and distributing the Directory or other corrective action as reasonably determined by the parties. In those instances where the party causing the error or omission cannot be determined, each party will pay fifty percent of the total cost of reprinting and distributing the Directory or other corrective action.

IX. STANDARD DESIGN AND CONTENT

The standard design and content of a Directory will be in accordance with the following:

1. Covers - To promote uniform identity of the Directory nationwide among Advertisers and end-users, the Directory Company will provide a standard outside Directory cover. The standard outside cover may be changed or a new standard cover may be agreed upon by the parties. If a different or special outside cover is used, the incremental cost and expense of such cover will be paid by the requesting party.
2. Alphabetical Section - Contains the listings of Service Subscribers located within the primary geographic area of the Directory. Any additional cost and expense incurred in purchasing, inserting, printing and distributing EAS listings and other listings mandated by law into the Directory will be paid by the Telephone Company. The Telephone Company may specify whether exchanges included in a Directory are to be separate or integrated with the Directory's primary listings.
3. Classified Section - Contains standard listings of business Service Subscribers located within the primary geographic area of the Directory and all paid Advertising.
4. Information Pages - Restricted to the contents of these sections as they appear in the 1990 editions of the Directories and moving toward the standard 32 page section interleaf format.

5. Miscellaneous Sections - Restricted to the content and features of these sections and items as they appear in the 1990 editions of the Directories.
6. Filler Space - Those spaces and pages that are required to fill in otherwise empty spaces and pages resulting from layout limitations. Use of filler space or pages appearing in the Directory will be subject to the approval of the parties.

Notwithstanding the foregoing, any material change in any Directory's standard letter fonts, paper, inks or glues shall be mutually agreed upon by the parties. Each party shall pay fifty (50%) percent of the incremental or set-up cost of such changes as the parties agree. The parties may agree to expand or change the coverage area of a Directory so long as such action does not adversely impact the Telephone Company's published lists of subscribers.

X. OTHER DIRECTORIES

A neighborhood Directory may be discontinued at any time at the sole discretion of the Directory Company. However, the Telephone Company may elect to have the Directory Company continue publishing any discontinued neighborhood Directory, in which case, the Telephone Company will retain all revenues and pay the Directory Company a 35% sales commission and all costs and expenses connected with the publishing, printing and Distribution of the Directory.

XI. NUMBER OF DIRECTORIES

The number of Directories required for each issue will be mutually agreed upon in advance each year by the parties and set out in the Directory publishing schedule. To avoid over and under printing of Directories, the Directory Company will not charge or give credit for adjusting the quantities determined hereunder. The parties' representatives will meet, examine existing Directory quantities in storage, quantities previously distributed, and continuously monitor the adequacy of new quantities agreed upon. The parties will adjust (increase/ decrease) the previously agreed upon quantities of each issue until the Directory quantity surplus is reasonably eliminated. This resulting number will be a quantity sufficient to achieve complete initial Distribution and necessary subsequent Distribution during the life of the Directory issue. This number will also be sufficient to permit Distribution for the use of guests of hotels and motels, users of privately owned telecommunications services and systems, pay stations (whether or not owned by the Telephone Company), all residential and business telephones in the Franchise Area, and Distribution to all Advertisers.

Either party may request additional Directory quantities for sale to third parties. To the extent that such quantities can be identified, they will be identified and the parties will share at the Franchise Revenue sharing rate the sales revenues and incremental printing and shipping costs. The party requesting additional Directory quantities will make payment on such sales within forty-five (45) days after receipt of payment from the third party.

XII. ASSIGNMENT OF DISTRIBUTION AGREEMENTS

The Directory Company will act as the Telephone Company's exclusive agent in the Distribution of all Directories under this Agreement. The Telephone Company agrees to assign to the Directory Company all existing Distribution agreements with distributors and independent contractors. The Telephone Company will be responsible to the Directory Company for all obligations assumed by the Directory Company under these Distribution agreements provided that the Telephone Company shall not be responsible for any errors or omissions made by the Directory Company in performing the obligations assumed by the Directory Company. Any renewal or termination of such Distribution agreements will be at the discretion of the Directory Company, provided the Telephone Company's obligations, responsibilities and rights are not adversely impacted.

XIII. DELIVERY AND DISTRIBUTION

The Directory Company and the Telephone Company will agree on a Distribution plan at least ninety (90) days prior to the scheduled Delivery date of the Directories to the agreed on destination points.

The Directory Company will ship the quantities of Directories as determined under Article XI above, FOB-shipping point to the agreed upon destination points. The Directory Company will pursue, collect and retain all claims against shippers which may arise, if any.

The Directory Company will ensure that the initial Distribution of the Directories printed under this Agreement and all legally required bound listings are made to Franchise Area Service Subscribers. Such initial Distribution will be at least 95% completed by the Directory's publication date. Delivery will be considered completed when all assigned Delivery routes are reported as completed. The Telephone Company reserves the right to directly perform limited initial Distribution of Directories to Service Subscribers and may request that reasonable quantities be shipped FOB-shipping point to designated locations.

If requested by the Telephone Company, the Directory Company will, from the Telephone Company's warehouse, make a second Distribution in the Franchise Area to new Service Subscribers requesting additional Directories. If requested by the Telephone Company, the Directory Company will obtain and manage warehouse facilities and systems for storage of Directories.

If requested by the Telephone Company, the Directory Company will deliver Directories to coin operated telephones and booths. If so requested, the Directory Company will remove any old Directories, insert the new Directories, and dispose of the old Directories as instructed. The Telephone Company will ensure that all directory binders and housing devices are in proper working order. If notified otherwise by the Directory Company, the Telephone Company will replace the Directory during repair. If requested by the Telephone Company, the Directory Company will mail Directories to designated subscribers in compliance with U.S. Postal Laws and Regulations.

If requested by the Telephone Company, the Directory Company will distribute Directories beyond the Telephone Company's Franchise Area or beyond the Directory's primary coverage area.

The Directory Company will determine the best way to complete all deliveries and Distribution within the agreed upon times unless the Telephone Company requests otherwise.

The Telephone Company will pay the Directory Company's full cost and expense incurred in completing any Telephone Company requested Distribution services other than initial Distribution.

The parties shall mutually agree on treatment of any future mandated Directory recovery and recycling costs.

XIV. TAXES

The Telephone Company is responsible for any sales and use taxes which may be due or become due against the parties under this Agreement including interest and penalties. The Telephone Company shall be given sufficient notice to protest any taxing jurisdiction's audit claims assessed against the Directory Company for sales and use taxes. All other taxes incurred as a result of this Agreement will be borne by each party to this Agreement to the extent to which they are legally liable.

XV. BILLING, COLLECTION, AND CREDIT PROCEDURES

The Telephone Company will bill and collect Franchise Advertising revenues from Customers and perform other related tasks. The Directory Company will furnish the Telephone Company with a computer tape of the Advertising billing information which the Telephone Company is expected to bill and collect and, upon request, the Customers' Advertising agreement. Such information shall be furnished at least thirty (30) days prior to the date Directories are scheduled for Distribution. All Advertising contracts shall be on a form mutually agreed upon by the parties.

Billing and collecting Non-Franchise Revenue from Advertisers will be the responsibility of and performed by the Directory Company. If requested, the Telephone Company will continue to bill and collect any Non-Franchise Revenues due from Advertisers in 1990 publications that it had been responsible for collecting under any previous Directory publication agreement between the parties. The Directory Company shall pay to the Telephone Company as a collection fee five percent (5%) of any Non-Franchise Revenues collected by the Telephone Company. Either party may reject Advertising contracts from any Advertiser whose credit is questionable.

XVI. REVENUE SHARING

The Telephone Company shall receive the following percentage of the Franchise Revenues:

See Addendum attached hereto as Schedule A

The percentage shall remain as stated during the initial term of this Agreement.

Revenue sharing percentages for new Franchises hereinafter acquired in other states will be determined using the same factors and analysis which were used to establish the above percentages except the data to be used shall be the most current available.

The Directory Company shall receive the balance of the Franchise Revenues and all Non-Franchise Revenues as the sum of its share.

XVII. REVENUE INCREASE INCENTIVE

The Telephone Company desires the Directory Company to continually increase Franchise Revenues in all Directories. To motivate the Directory Company to invest the additional time, effort and resources necessary to achieve this objective, the

Directory Company will receive the following amount for each state, as an incentive:

$$.80 * [C - (P(1+I))]$$

Where:

C = Current Franchise Revenues after revenue loss;

P = Prior Year's Franchise Revenues after revenue loss; and

I = Annual growth percentage based on the change in Local Yellow Pages Revenue published by Yellow Pages Publishers Association (YPPA) for the most recent year available. This computed annual growth percentage is to be used until the last day of the month following publication by YPPA of a new year's actual Local Yellow Pages Revenue from which an annual growth percentage can be computed.

$[C - (P(1+I))]$ = Revenue subject to revenue increase incentive.

If the index (I) is discontinued, the parties will mutually agree upon a new Index.

The incentive will be in addition to the Directory Company's Franchise Revenue share as set forth in Article XVI above and as settled according to Article XVIII. An incentive calculation resulting in a negative number shall not result in any payment. Any subsequent year incentive will have as its base the previous year's Franchise Revenues after revenue loss but unadjusted for any prior incentives. The revenue increase incentive will not apply to new Directories during their first year of publication.

XVIII. BASIS OF SETTLEMENT

Prior to the tenth (10th) business day of each month, the Telephone Company will remit to the Directory Company its share of the Franchise Revenues. For settlement purposes, the Directory's Franchise Revenues will be amortized monthly over the life of the Directory with the first month being the month of the Directory's publication. The parties agree that revenue settlement will be based on each Directory's amortized Franchise Revenues and supported by the Directory settlement form showing the amortized Franchise Revenues, Franchise Revenue loss, and all revenue adjustments.

The Directory Franchise Revenues will first be reduced by the agreed upon percentage for Franchise Revenue loss due to disconnects and uncollectibles. This percentage will be computed in December of each year, for the preceding twelve (12) months, and will be used for the subsequent twelve (12) months. The Franchise Revenue loss is ascertained by deducting the actual revenue collected for the year from the amortized revenue amounts forwarded to Billing for the year. The Franchise Revenue loss percentage is calculated by dividing the Franchise Revenue loss by the Franchise Revenue settled. In no event will the Franchise Revenue loss percentage exceed ten (10) percent.

The Directory Franchise Revenues will next be reduced by the revenue subject to the revenue increase incentive as defined in Article XVII. The revenue sharing percentage as set in Article XVI will then be applied to the remaining Directory Franchise Revenue amount. The balance of the Franchise Revenues less any costs or expenses due from the Directory Company will be paid to the Directory Company together with any revenue increase incentive which may be due to the Directory Company and any other costs or expenses due from the Telephone Company.

Within forty-five (45) days after the publication of a Directory, the Directory Company will include in the settlement statement all invoices for the full amount of any expenses and costs which are the responsibility of the Telephone Company. Such invoice will identify the items of expense and amounts due. All such amounts will be paid in full through the settlement process. Invoices received prior to the 20th day of the month will be paid by the 10th day of the following month. All amounts due the Telephone Company from the Directory Company will be invoiced and likewise paid in full through the settlement process.

XIX. CLAIMS

Each party will be liable to the other for any errors, mistakes, inclusions, or omissions caused by it in the compiling, publishing, printing or Distribution of the Directories. Each party will indemnify and save harmless the other from any and all damages, expenses, losses, costs and legal fees of any claims, suits, or judgments due to any failure to conform to the provisions of this Agreement, including the correct handling of listings in the Directories.

The party to whom a claim is made will notify the other within thirty (30) days (or if either party reasonably deems necessary, will notify the other party immediately) after a notice of any claim is received for which the other party may be liable under this Agreement, and both parties will cooperate in the handling of any and all such claims. The parties will initially respond to any claimant within thirty (30) days after the initial receipt of the claim.

Either party may compromise or settle any claim arising out of any such error or omission as mentioned above in an amount not to exceed twice the Directory Advertising charge but will not have the right to compromise or settle any such claim if the party expects reimbursement from the other party and the amount of the settlement exceeds twice the Directory Advertising charge.

XX. COPYRIGHT

The Directories will be copyrighted by the Directory Company in the name of the Telephone Company.

The covers and classified headings of the Directories will be copyrighted in the name of the Directory Company, except those special covers for which the Telephone Company pays the cost under Article IX. If for any reason this Agreement is terminated in whole or as to any Franchise Area, the Telephone Company shall retain the right to use in any of its subsequently published Directories the classified headings contained in any Directory published under this Agreement for that Franchise Area and the Directory Company shall have the right to use in any of its subsequently published Directories the information contained in any Directory published under this Agreement for that Franchise Area. The expense of copyrighting all Directories will be paid by the Directory Company.

XXI. REGULATORY APPROVALS; COOPERATION

Although this Agreement is executed by all parties, to the extent that any state statute, order, rule, or regulation or any state regulatory agency having competent jurisdiction over one or both parties to this Agreement shall require that this Agreement be filed with or approved by such regulatory agency before the Agreement may be effective, this Agreement shall not be effective in such state until the first business day after such approval or filing shall have been obtained or such other date approved by the regulatory agency.

The parties agree to cooperate with each other and with any regulatory agency so that any necessary approval may be obtained. During the term of this Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement by a regulatory agency so that the benefits of this Agreement may be achieved.

XXII. CONFIDENTIALITY

The parties agree to treat all material and documents used under this Agreement, including the Telephone Company's Service Subscriber orders and listing information, in a confidential manner and will undertake all reasonable precautions to ensure against disclosure to third parties. Neither party will disclose, distribute or sell any of the other party's information relating to this Agreement without obtaining the consent of the other. The terms and conditions of this Article shall survive the termination of this Agreement

XXIII. FORCE MAJEURE

Neither party will be in breach of this Agreement when for causes beyond its control, including but not limited to strikes, fires, accidents, government regulations or controls, insurrections or wars, or other acts of God, it is unable to perform, in whole or in part, any of its obligations under this Agreement.

XXIV. SUBSTITUTION OF AGREEMENT

This Agreement supersedes and cancels and is in substitution of all contracts covering the sales of Directory Advertising and the publication of Directories heretofore entered into between the parties and their respective predecessors.

XXV. ASSIGNMENT

The Agreement may be assigned to any parent, subsidiary or affiliate of either party upon sixty (60) days prior written notice of intent to do so. Any other assignment will require the prior written consent of the non-assigning party and such consent

will not unreasonably be withheld. Assignment in this manner shall not relieve the assigning party of any pre-existing obligations under this Agreement.

XXVI. SEVERABILITY AND CONFLICTING PROVISIONS

If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

XXVII. APPROVAL AND NOTICE OF CHANGES

Whenever the parties are to mutually agree on matters stated in the text of this Agreement, such mutual consent must be in writing and approved by authorized representatives of:

GTE TELEPHONE OPERATIONS
PRODUCT MANAGEMENT - DIRECTORY SERVICES
IRVING, TEXAS 75015-2029

AND

GTE DIRECTORIES CORPORATION
MARKETING DEPARTMENT
GTE PLACE WEST AIRFIELD DRIVE
D/FW AIRPORT, TEXAS 75261-9810

Any mutual consent not in writing and approved by the above offices will not become effective until such agreement is in writing and approved by such offices. All notices required under this Agreement are to be sent to the above addresses.

Thirty (30) days prior to the effective date of any agreement which modifies this Agreement a copy of such agreement must be filed with:

GTE TELEPHONE OPERATIONS
REGULATORY & GOVERNMENTAL AFFAIRS
- BUSINESS MATTERS
IRVING, TEXAS 75039

AND

GTE DIRECTORIES CORPORATION
CONTRACT MARKETING
GTE PLACE WEST AIRFIELD DRIVE
D/FW AIRPORT, TEXAS 75261-9810

Any agreement not filed with the above offices will not become effective until such agreement is on file with such offices for thirty (30) days. If regulatory agency filing or approval is required for the proposed modification, the agreement will not become effective until such filing or approval is obtained.

XXVIII. REVISION/RENEGOTIATION OF AGREEMENT

This Agreement may be modified by mutual consent of the parties if there is either: (a) a decrease in the net Directory revenues of either party of at least 12% below their respective 1989 net Directory revenues; or (b) a material change in the economic or market conditions of the Franchise Area. For purposes of this section, net Directory revenues are, in the case of the Telephone Company, Directory Advertising revenue share less Directory related costs and in the case of the Directory Company, Directory Advertising revenue share. This Agreement may not be modified except by written agreement of the parties.

The parties execute this Master Directory Publishing Agreement by their respective authorized representatives signing the Addendum attached hereto as Schedule A on the date shown thereon.

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ADDENDUM

The parties to this Addendum are:

GTE Directories Service Corporation, ("Service")
GTE Directories Sales Corporation, ("Sales")
GTE Directories Publishing Corporation, ("Publishing")
(Collectively, "The Directory Company")
and
GTE Northwest Incorporated ("The Telephone Company")

The parties agree that with this Addendum they adopt the full text (terms & conditions) of The Agreement dated July 31, 1991, with the following exceptions:

1. **Revenue Sharing:**

The Franchise Revenue sharing percent stated in Article XVI of The Agreement shall be as follows:

Service	12.91%
Sales	18.00%
Publishing	6.00%
Telephone Company	63.09%

2. **Legal Form of Business Entity:**

The parties shall operate and conduct their Directory Advertising and publishing business as a partnership under the laws of the State of Washington.

The Telephone Company shall maintain the partnership's required financial records and assume responsibility as tax matters partners.

3. **Partnership Responsibilities:**

In addition to the responsibilities set forth in The Agreement, the Telephone Company shall be responsible to distribute Franchise Revenue to the partners as designated by Section (1) of this Addendum. The Telephone Company shall assume the responsibility to file and remit federal, state and local taxes which may be due or become due from the partnership in the course of its operations under this Agreement (including interest and penalties). Any taxes other than sales and use taxes on Directory production, levied at the partnership level shall be borne by the respective partners in direct proportion to their revenue sharing percent as designated in Section (1) of this Addendum.

The parties hereby execute this Addendum this 31st day of July, 1991 by their respective authorized representatives.

"Directory Company" -
GTE Directories Service Corporation

By:
Title: Vice President-Marketing & Communications

"Telephone Company" -
GTE Northwest Incorporated - Washington Division

By:
Title: President

GTE Directories Sales Corporation

By:
Title: Vice President

GTE Directories Publishing Corporation

By:
Title: Vice President

addendum.all.3

AMENDMENT

WHEREAS, the parties signing hereinbelow are also parties through separate execution of their respective Addendum dated July 31, 1991 to that certain Master Directory Publishing Agreement made effective January 1, 1991 ("Agreement"); and

WHEREAS, the parties agree that an adjustment to the duration of the initial term of the Agreement will inure to the mutual benefit of all such parties,

NOW, THEREFORE, in consideration of mutual covenants made, the parties signing hereinbelow do amend the Agreement in the following respects:

1. Article III. DURATION OF AGREEMENT is amended to replace the date "December 31, 1995" with the date "December 31, 2001."

2. Article XVI. REVENUE SHARING is amended to delete the sentence: "The percentage shall remain as stated during the initial term of this Agreement."

Said deleted sentence is hereby replaced as follows: "The percentage shall remain as stated through December 31, 1995. Thereafter, during the initial term or any renewal term, the percentage may be revised in consideration of changed economic or market factors upon mutual agreement of Telephone Company and Directory Company evidenced by execution by both such parties of an Addendum to this Agreement."

Except as expressly set forth herein, all terms and conditions of the Master Directory Agreement and each Addendum between respective parties remain in full force and effect unchanged hereby.

Executed to be effective this 25th day of February, 1993 by the respective authorized representatives of:

GTE Directories Service Corporation	GTE Northwest Incorporated - Washington Division
By:	By:
Title: President	Title: President

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