

**BUYER JOINDER**

**EXHIBIT T**  
**FORM OF BUYER JOINDER**

Reference is made to the Commercial Agreements (as defined in the Purchase Agreement, dated as of \_\_\_\_\_, 2002, among Qwest, QSC, Qwest Dex and Buyer (as such terms are defined below) (the "**Purchase Agreement**") pursuant to which one or more of Qwest Communications International Inc., a Delaware corporation ("**Qwest**"), Qwest Services Corporation, a Colorado corporation ("**QSC**"), Qwest Dex, Inc., a Colorado corporation ("**Qwest Dex**"), and Qwest Corporation, a Colorado corporation ("**QC**" and, together with Qwest, QSC and Qwest Dex, the "**Qwest Parties**"), SGN LLC, a Delaware limited liability company ("**SGN**"), and Dex Holdings LLC, a Delaware limited liability Company ("**Buyer**") are parties. This Joinder is made for and on behalf of the Qwest Parties and their respective successors and assigns, as an inducement for the Qwest Parties to enter into the Purchase Agreement and the Commercial Agreements, as applicable, the consummation of which will provide direct and indirect benefits to Buyer.

Buyer hereby joins each of the Commercial Agreements to which it is not a party, solely for the purpose of being jointly and severally liable with SGN for any liabilities of SGN under such Commercial Agreement resulting from a breach of such Commercial Agreement by SGN.

The liability of the Buyer under any Commercial Agreement to which it is not otherwise a party will in all cases be subject to the limitations set forth in such Commercial Agreement with respect to the liability of SGN. For the avoidance of doubt, Buyer will not have liability under any Commercial Agreement to which it is not otherwise a party in an amount that exceeds the amount for which SGN would be liable thereunder and the Qwest Parties will not be entitled to recover any more in the aggregate from SGN and Buyer than it would have been entitled to recover under such Commercial Agreement in the absence of this Joinder. Additionally, with respect to any matter for which Buyer would be required to indemnify any Qwest Party hereunder or in connection with any Commercial Agreement, such claim will be subject to all requirements and limitations of such Commercial Agreement with respect to indemnification.

Notwithstanding anything in the foregoing to the contrary, the obligations of Buyer arising as a result of this Joinder will cease with respect to any Commercial Agreement at such time as Buyer ceases to be an Affiliate (as such term is defined in the Purchase Agreement) of SGN. At such time, Buyer will cease to have any future liability or obligation under this Joinder with respect to each such Commercial Agreement.

This Joinder 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.

INTENDING TO BE LEGALLY BOUND, the undersigned has executed this Joinder in favor of the Qwest Parties, their successors and assigns as of \_\_\_\_\_, 2002.

**DEX HOLDINGS LLC**

CARLYLE PARTNERS III, L.P., Member

By: TC Group III, L.P.,  
its General Partner

By: TC Group III, L.L.C.,  
its General Partner

By: TC Group, L.L.C.,  
its Managing Member

By: TCG Holdings, L.L.C.,  
its Managing Member

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

CP III COINVESTMENT, L.P., Member

By: TC Group III, L.P.,  
its General Partner

By: TC Group III, L.L.C.,  
its General Partner

By: TC Group, L.L.C.,  
its Managing Member

By: TCG Holdings, L.L.C.,  
its Managing Member

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

WELSH CARSON, ANDERSON & STOWE IX, L.P., Member

By: WCAS IX Associates, L.L.C.  
and its General Partners

By: \_\_\_\_\_  
Name: Anthony J. de Nicola  
Title: Managing Member

**QWEST COMMUNICATIONS INTERNATIONAL INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**QWEST SERVICES CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**QWEST DEX, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**QWEST CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_