

**SALES AND MARKETING AGREEMENT
AMENDMENT NO. 9**

This Amendment No. 9 to the Sales and Marketing Agreement (the "Agreement") is hereby made on this 5th day of April, 2004, by and among the Verizon Telephone Operating Companies ("Verizon") as listed in Attachment A, with an address for this Agreement at 600 Hidden Ridge, Irving, Texas 75038, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, a Delaware corporation with offices at 1320 N. Courthouse Road, 9th Floor, Arlington, Virginia, 22201 ("VLD") and NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions, a Delaware corporation with offices at 1166 Avenue of the Americas, New York, New York, 10036 ("VES") (hereinafter VLD and VES are referred to collectively or individually as "VZ LD Companies"). Verizon and VZ LD Companies are hereinafter referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, Verizon and VZ LD Companies entered into the Sales and Marketing Agreement on June 1, 2001 which has been amended by Amendments 1 through 8 ("Agreement"); and

WHEREAS, Verizon and VZ LD Companies desire to further amend the Agreement to add certain services and compensation terms;

NOW THEREFORE, in consideration of the mutual promises set forth below, Verizon and VZ LD Companies, intending to be legally bound hereby, agree as follows:

1. The Parties hereby add to APPENDIX A: DESCRIPTION OF SERVICES AND OTHER FUNCTIONS 4. CONSUMER SALES AND SOLUTIONS CENTER C) VERIZON RESPONSIBILITIES TO VZ LD COMPANIES and 5. BUSINESS SALES CENTER (BSC) C) VERIZON RESPONSIBILITIES TO VZ LD COMPANIES, a service referred to as "Wholesale Order Initiation". The additional language relating to this service to be added to such Appendix A is attached hereto as Exhibit A and made part of the Agreement.
2. The Parties hereby add to APPENDIX B: COMPENSATION SALES AND MARKETING SERVICES 2. CONSUMER SALES AND SOLUTIONS CENTER RATES and 3. BUSINESS SALES CENTER RATES, a service referred to as "Wholesale Order Initiation". The additional language related to this service to be added to such Appendix B is attached hereto as Exhibit B and made part of the Agreement.
3. If under applicable law, this Amendment 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 Amendment shall not become effective with respect to the jurisdiction having such requirements until such filing and/or approval have occurred.
4. Except as set forth in this Amendment, the Agreement remains in full force and effect.

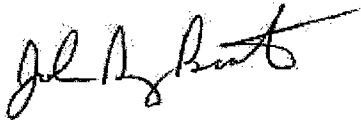
IN WITNESS WHEREOF, the Parties have caused this Amendment 09 to be signed by their authorized representatives, executed as of the date first written above.

BELL ATLANTIC
COMMUNICATIONS, INC.
D/B/A VERIZON LONG DISTANCE,
NYNEX LONG DISTANCE COMPANY
D/B/A VERIZON ENTERPRISE SOLUTIONS

VERIZON TELEPHONE
OPERATING COMPANIES

By: _____

Name: Irene Willis



By: _____

Name: John Broten

Title: President

Bell Atlantic Communications, Inc.

d/b/a Verizon Long Distance

and

NYNEX Long Distance Company

d/b/a Verizon Enterprise Solutions

Title: Executive Director -
Product Management/
Product Development.

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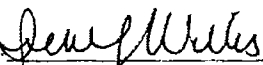
IN WITNESS WHEREOF, the Parties have caused this Amendment 09 to be signed by their authorized representatives, executed as of the date first written above.

**BELL ATLANTIC
COMMUNICATIONS, INC.
D/B/A VERIZON LONG DISTANCE,
NYNEX LONG DISTANCE COMPANY
D/B/A VERIZON ENTERPRISE SOLUTIONS**

By: _____

**Name: John Broten
Title: President
Bell Atlantic Communications, Inc.
d/b/a Verizon Long Distance
and
NYNEX Long Distance Company
d/b/a Verizon Enterprise Solutions**

**VERIZON TELEPHONE
OPERATING COMPANIES**

By:  _____

Name: Irene Willis

**Title: Executive Director -
Product Management/
Product Development.**

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4. CONSUMER SALES AND SOLUTIONS CENTER

C) VERIZON RESPONSIBILITIES TO VZ LD COMPANIES:

7. Wholesale Order Initiation

Verizon will initiate wholesale orders for VZ LD Companies in conjunction with retail orders placed by VZ LD Companies' customers via the Verizon retail sales channel.

5. BUSINESS SALES CENTER (BSC)

C) VERIZON RESPONSIBILITIES TO VZ LD COMPANIES:

7. Wholesale Order Initiation

Verizon will initiate wholesale orders for VZ LD Companies in conjunction with retail orders placed by VZ LD Companies' customers via the Verizon retail sales channel.

2. CONSUMER SALES AND SOLUTIONS CENTER RATES

F) Wholesale Order Initiation

Verizon will initiate wholesale orders for VZ LD Companies in conjunction with retail orders placed by VZ LD Companies' customers via the Verizon retail sales channel.

Verizon	Order Transmittal	Not applicable	\$1.86 per order	PMR ²	Occasionally
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3. BUSINESS SALES CENTER RATES

E) Wholesale Order Initiation

Verizon will initiate wholesale orders for VZ LD Companies in conjunction with retail orders placed by VZ LD Companies' customers via the Verizon retail sales channel.

Verizon	Order Transmittal	Not applicable	\$1.86 per order	PMR	Occasionally
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¹ ILEC means Incumbent Local Exchange Carrier.

² PMR means Prevailing Market Rate which is determined in accordance with FCC affiliate transaction rules (47 CFR sec. 32.27).

ATTACHMENT A - VERIZON TELEPHONE OPERATING COMPANIES

Verizon California Inc. ("V-CA")

Verizon Florida Inc. ("V-FL")

Verizon Hawaii Inc. ("V-HI")

Verizon North Inc. ("V-NO")

Verizon Northwest Inc. ("V-NW")

Verizon South Inc. ("V-SO")

Verizon West Coast Inc. ("V-WC")

GTE Southwest Inc. d/b/a Verizon Southwest ("V-SW")


Contel of the South, Inc. d/b/a Verizon Mid - States ("V-MS")

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Officer Certification Statement

I certify that I am an officer of the Verizon Operating Telephone Companies; that I have examined the attached SMA Amendment 9; and that to the best of my knowledge, information and belief, all information contained in the agreement is true and is an accurate statement of the affairs the Verizon Operating Telephone Companies with respect to the specified transaction with Verizon Long Distance and NYNEX Long Distance over the period of time noted on the agreement.

Name (printed): Edwin F. Hall

Signature: 

Date: 6/15/04

Title: Controller

Company: Verizon California Inc., Verizon Florida Inc., Verizon Hawaii Inc., Verizon Mid-States Inc., Verizon North Inc., Verizon Northwest Inc., Verizon South Inc., Verizon Southwest Inc., and Verizon West Coast Inc.