

QWEST JOINDER AGREEMENT

DEXTER

**QWEST CORPORATION JOINDER
FOR DEXTER PURCHASE AGREEMENT**

Reference is made to the Purchase Agreement (“Purchase Agreement”), dated as of the date hereof, among Qwest Communications International Inc., a Delaware corporation (“Qwest”), Qwest Services Corporation, a Colorado corporation (“QSC”), Qwest Dex, Inc., a Colorado corporation (“Seller” and together with Qwest and QSC, the “Qwest Parties”) and Dex Holdings LLC, a Delaware limited liability company (“Buyer”), with respect to the sale of the Business in the states of Colorado, Iowa, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota as well as the standard metropolitan statistical area of El Paso, Texas. Capitalized terms used herein and not otherwise defined shall have the meaning given such term in the Purchase Agreement. This Joinder is made for and on behalf of Buyer and its successors and assigns as an inducement for Buyer to enter into the Purchase Agreement, the consummation of which will provide direct and indirect benefits to Qwest Corporation, a Colorado corporation (“QC”).

QC, is an Affiliate of the Qwest Parties and is the former owner of certain of the assets and liabilities of the Transferred Business. In the event that, notwithstanding the previous transfer of such assets and liabilities from QC to Seller, QC is deemed by any Governmental Entity (including without limitation any State PUC) to have retained any right, title and interest to, or in, any of the Contributed Assets or any of the Assumed Liabilities (as defined in the Contribution Agreement), QC hereby agrees to contribute such right, title and interest in such Contributed Assets to SGN LLC, a Delaware limited liability company (“Company”), and Company agrees to assume such Assumed Liabilities, in the same manner as which the other Contributed Assets and Assumed Liabilities of the Transferred Business are being contributed to, and assumed by, the Company pursuant to the Contribution Agreement and subject to the terms thereof (a “QC Contribution”). QC shall be deemed to be a party to the Contribution Agreement for such purposes and such purposes only. Buyer’s and Company’s rights against QC shall be subject to the limitations and waiver contained in Section 4.11 of the Contribution Agreement. Any contribution by QC hereunder shall be deemed to be a contribution by QC to Seller and by Seller to the Company.

Additionally, (i) in the event that any QC Contribution is required pursuant to the preceding paragraph, QC agrees that it will be jointly and severally liable with the Qwest Parties pursuant to Article IX of the Purchase Agreement to the extent that Buyer is entitled to assert any claim for indemnification against the Qwest Parties pursuant to Article IX of the Purchase Agreement for any of the matters covered by Section 9.1 of the Purchase Agreement that relates specifically to (a) the representation and warranty set forth in Section 3.24 of the Purchase Agreement (to the extent that such claim relates to the Contributed Assets and Assumed Liabilities that are subject to the QC Contribution requirement) or (b) the Contributed Assets required to be contributed by QC to Company or to the Assumed Liabilities required to be assumed by Company from QC and (ii) QC agrees that it will be jointly and severally liable with the Qwest Parties pursuant to Article IX of the Purchase Agreement to the extent that Buyer is

entitled to assert any claim for indemnification against the Qwest Parties pursuant to Article IX of the Purchase Agreement for the breach of the representations and warranties set forth in (a) the last sentence of Section 3.2(b) of the Purchase Agreement and (b) Section 3.4 of the Purchase Agreement, in each case, only to the extent that such representations and warranties relate to State PUC matters; provided, however, that the liability of QC hereunder will be subject to the limitations and requirements of (i) Section 8.2 of the Purchase Agreement, (ii) Section 8.3 of the Purchase Agreement and (iii) Article IX of the Purchase Agreement (collectively, clauses (i), (ii) and (iii), the "Limitation Provisions"). Additionally, in no event will Buyer be entitled to recover in the aggregate from the Qwest Parties and QC any amounts in excess of the amounts which Buyer would have been able to recover, in the aggregate, from the Qwest Parties alone pursuant to the Purchase Agreement.

Additionally, Buyer agrees that any determination that QC is the owner of any asset of the Transferred Business or is subject to any liability of the Transferred Business, shall not be a basis for claiming any breach of any representation or warranty or covenant, for the occurrence of a Material Adverse Effect, as a right not to consummate the Closing or as a basis to terminate the Purchase Agreement provided that QC effectuates the contribution described above prior to the Closing and so long as neither Buyer nor, after the Closing Date, Company is required to incur any cost or expense which Buyer or Company would not have incurred had Seller been the owner of such asset.

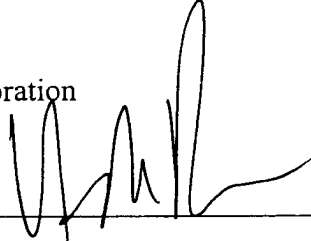
Notwithstanding anything in the foregoing to the contrary, nothing in this Joinder shall be deemed an admission that QC owns any of the Contributed Assets or any of the Assumed Liabilities.

Additionally, QC hereby joins in the obligations of Seller pursuant to Section 5.4(a) of the Purchase Agreement to cooperate and use commercially reasonable efforts to obtain all Approvals and Permits required to be obtained from State PUCs (including taking actions necessary to make all Approval Filings) that may be necessary to consummate the Transactions and to participate in any related proceedings. Buyer's rights against QC with respect to any failure of QC to perform this obligation shall be subject to the Limitation Provisions.

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 have executed this Joinder as of August 19, 2002.

Qwest Corporation

By:  _____

Name: _____

Title: _____

DEX HOLDINGS LLC

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

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

DEX HOLDINGS LLC

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

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