

**SALES AND MARKETING AGREEMENT
AMENDMENT NO. 10**

This Amendment No. 10 to the Sales and Marketing Agreement is hereby made on this 22nd day of December, 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 9 ("Agreement"); and

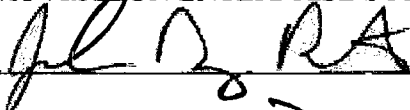
WHEREAS, Verizon and VZ LD Companies desire to further amend the Agreement to revise and add certain services and compensation terms; and

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

1. Appendix A to the Agreement ("Description of Services and Other Functions") shall include the section attached hereto and entitled "12. Verizon Public Communications".
2. Appendix B to the Agreement ("Compensation Sales and Marketing Services") shall include the section attached hereto and entitled "11. Verizon Public Communications Compensation Sales and Marketing Services".
3. This amendment will be effective as August 4, 2004, except that 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 No. 10 to the Sales and Marketing Agreement to be signed by their duly authorized representatives to be effective 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: JEAN M. MILLA

**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: Jeanmarie Milla

Title: Vice President
Retail Markets Sales Operation Support

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 10 to the Sales and Marketing Agreement to be signed by their duly authorized representatives to be effective 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: _____

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: *Katherine C. Linder*

Name: ~~Jeanmarie Mills~~ *Katherine C. Linder*

Title: ~~Vice President~~ *President - Verizon Live Services*
~~Retail Markets Sales Operation Support~~ *Public Communications*

APPENDIX A: DESCRIPTION OF SERVICES AND OTHER FUNCTIONS

12. VERIZON PUBLIC COMMUNICATIONS

A) DESCRIPTION:

1. "Verizon Public Communications" refers to Verizon's sales channel for the marketing of payphone and payphone related services. Verizon Public Communications ("VPC") will handle sales and ordering on behalf of VZ LD Companies.
2. VPC will handle sales negotiations, service orders, verification of product availability, and sales quality control observations.

B) VZ LD COMPANIES RESPONSIBILITIES TO VPC:

1. Pay for mutually agreed upon sales compensation programs.
2. Provide all pertinent sales collateral (e.g., sales brochures, promotional literature, training material, etc.).
3. Provide competitive information in a timely fashion to properly equip VPC agents with applicable market information.
4. Provide product support which includes information on how the product works and how the product fits into the current portfolio of services.
5. Provide sales and pricing tools.
6. Provide sufficient support and information to resolve customer sales related questions or needs.
7. Work in conjunction with Verizon to provide sales and process training including procedures and materials for VZ LD Companies' portion of Training of VPC agents.
8. Provide at least thirty (30) days' prior written notice and formal plan of:
 - New product roll outs
 - Product enhancements
 - Process changes/enhancements
9. Reimburse Verizon for staff support time spent on VZ LD Companies.

C) VPC RESPONSIBILITIES TO VZ LD COMPANIES:

1. Work in conjunction with VZ LD Companies to coordinate and facilitate training of its VPC agents.
2. Provide single point of contact for VPC to act as a liaison between VZ LD Companies and VPC regarding VPC related matters.
3. Provide product readiness communications to VZ LD Companies.

4. Ensure that all applicable VZ LD Companies orders are entered via NOCV or PaRT.

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APPENDIX B: VERIZON PUBLIC COMMUNICATIONS COMPENSATION SALES AND MARKETING SERVICES

In consideration of the Verizon Public Communications (“VPC”) provision of services to VZ LD Companies in accordance with the Agreement, VZ LD Companies agrees to pay the following compensation to VPC in accordance with the Agreement:

11. VERIZON PUBLIC COMMUNICATIONS RATES

VZ LD Companies agree to pay VPC as follows for services provided by VPC to VZ LD Companies in accordance with the Agreement:

A. SALES, ORDERING AND CUSTOMER INQUIRY SERVICES

1. Sales, Ordering and Customer Inquiry Service:

Selling and ordering of VZ LD Services will include, but not be limited to, the following: identifying sales opportunities; determining customer requirements; defining a customer solution; conducting customer presentations; negotiating the sale; confirming the sale with a contract and/or responsibility change form for toll, if required; and completing the order form and order entry.

Verizon	Service Description	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Public Communications Agents	0-2,000	\$36.00 per sale	FDC ²	Occasionally

2. Incentives:

(a) Incentive Compensation:

VZ LD Companies will provide paid for sporting event tickets, consumer electronics equipment, and other incentives agreed upon by the Parties to VPC at no cost to VPC for use by VPC in incentive programs approved by the Parties.

Verizon	Service Description	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Incentives/ Vendor material, supplies, catering, and distribution expenses	NA ³	Actual ILEC Vendor cost incurred	Actual ILEC Vendor cost incurred	Occasionally

(b) Tax Gross Up:

VZ LD Companies shall compensate VPC to offset tax consequences of paid for sporting event tickets, consumer electronic equipment, and other incentives provided by VPC to its employees in connection with incentive programs approved by the Parties (“Tax Gross Up”). VPC will determine the Tax Gross Up based on the fair market value of the incentive provided to VPC employees and the tax rates applicable under law.

¹ ILEC means Incumbent Local Exchange Carrier.

² FDC means Fully Distributed Costs and are fully loaded rates which include the costs of material and all direct and indirect miscellaneous and overhead costs. FCC Affiliate Transaction Rules (47CFR Part 32.27) require the higher of (services provided by an ILEC/BOC to a 272 Affiliate)/lower of (services provided by a 272 Affiliate to and ILEC/BOC) the Estimated Fair Market Value (EFMV) and the FDC only if the service is in excess of \$500,000. Verizon follows this practice regardless of the cost of the service.

³ NA means Not Applicable.

B. TRAINING

Training Service for VPC Channels:

VPC will train its Public Communications employees who will sell VZLD Services or provide customer care services under this Agreement. Sales training will provide students with all necessary instruction to ensure the proper negotiation and order entry for all VZLD Services under this Agreement. Training will be provided in accordance with the terms of this Agreement. Training services may include, but are not limited to, focus groups, presentations, pilots, or formal instructor-led training sessions. The method of delivery for these training services will be mutually agreed upon by both Parties. VPC will train its employees at locations to be determined and provided by VPC.

Verizon	Service/Employee Title	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Public Communications Agents	0-2,000	\$38.00 per hour	FDC	Occasionally

Verizon	Service/Employee Title	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Training/ ILEC Vendor production, material, supplies, and distribution expenses	NA	Actual ILEC vendor cost incurred	Actual ILEC vendor cost incurred	Occasionally

C. MISCELLANEOUS

Miscellaneous Expenses:

VZ LD Companies will pay VPC for all undisputed miscellaneous expenses incurred by VPC in the provision of services in accordance with the Agreement.

Verizon	Service/Employee Title	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Employee travel expense	NA	Actual expenses incurred	Actual expenses incurred	Occasionally

Verizon	Service/Employee Title	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Employee meal expense	NA	Actual expenses incurred not to exceed \$75/day /employee	Actual expenses incurred	Occasionally

Verizon	Service/Employee Title	Number of ILEC Employees	Rate	Basis for Rate	Frequency of Transaction
Verizon	Employee hotel expense	NA	Actual expenses incurred not to exceed \$400/day /employee	Actual expenses incurred	Occasionally

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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