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BEFORE THE ARIZONA CORPORATION COMMISSION

2009 NOV - 6 10:32

ARIZONA CORPORATION
DOCKET CONTROL

1 KRISTIN K. MAYES
2 Chairman

3 GARY PIERCE
4 Commissioner

5 PAUL NEWMAN
6 Commissioner

7 SANDRA D. KENNEDY
8 Commissioner

9 BOB STUMP
10 Commissioner

Arizona Corporation Commission
DOCKETED

NOV - 6 2009

DOCKETED BY

11 IN THE MATTER OF THE JOINT)
12 APPLICATION OF VERIZON CALIFORNIA,)
13 INC., VERIZON LONG DISTANCE, LLC,)
14 VERIZON ENTERPRISES SOLUTIONS, LLC,)
15 FRONTIER COMMUNICATIONS)
16 CORPORATION, NEW COMMUNICATIONS)
17 OF THE SOUTHWEST INC., AND NEW)
18 COMMUNICATIONS ONLINE AND LONG)
19 DISTANCE, INC., FOR APPROVAL OF THE)
20 TRANSFER OF VERIZON'S LOCAL)
21 EXCHANGE AND LONG DISTANCE)
22 BUSINESS)

DOCKET NOS. T-01846B-09-0274
T-03289A-09-0274
T-03198A-09-0274
T-20679A-09-0274
T-20680A-09-0274
T-20681A-09-0274

NOTICE OF FILING LATE-FILED
EXHIBITS AND INFORMATION

23 As requested by the Administrative Law Judge at the October 26, 2009
24 hearing, Verizon California, Inc., Verizon Long Distance, LLC, Verizon Enterprise
25 Solutions, LLC, Frontier Communications Corporation, New Communications of the
26 Southwest, Inc. and New Communications Online and Long Distance, Inc. (collectively
"Applicants") submit the following late-filed information and exhibits.

1. Amendment No. 1 to Agreement and Plan Merger.

See Exhibit A-7 (attached).

2. Amendment No. 1 to Distribution Agreement.

See Exhibit A-8 (attached).

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3. Employee Matters Agreement.

Submitted under seal to the Administrative Law Judge and confidentially to Staff as Exhibit A-9.

4. Software License Agreement.

Submitted under seal to the Administrative Law Judge and confidentially to Staff as Exhibit A-10.

5. Line Loss Figures.

Submitted under seal to the Administrative Law Judge and confidentially to Staff as Exhibit A-11.

6. Additional Notice to Customers.

Pursuant to FCC requirements, 47 CFR § 64.1120(e), the companies will provide notice to each affected customer at least thirty days prior to the ultimate transfer. In accordance with these rules, 47 CFR § 64.1120(e)(3), at a minimum, the notice will include the following information:

- (i) The date on which the acquiring carrier will become the subscriber's new provider of telecommunications service;
- (ii) The rates, terms, and conditions of the service(s) to be provided by the acquiring carrier upon the subscriber's transfer to the acquiring carrier, and the means by which the acquiring carrier will notify the subscriber of any change(s) to these rates, terms, and conditions;
- (iii) The acquiring carrier will be responsible for any carrier change charges associated with the transfer;
- (iv) The subscriber's right to select a different preferred carrier for the telecommunications service(s) at issue, if an alternative carrier is available;

- 1 (v) All subscribers receiving the notice, even those who have arranged
2 preferred carrier freezes through their local service providers on the
3 service(s) involved in the transfer, will be transferred to the acquiring
4 carrier, unless they have selected a different carrier before the transfer
5 date; existing preferred carrier freezes on the service(s) involved in the
6 transfer will be lifted; and the subscribers must contact their local
7 service providers to arrange a new freeze;
- 8 (vi) Whether the acquiring carrier will be responsible for handling any
9 complaints filed, or otherwise raised, prior to or during the transfer
10 against the selling or transferring carrier; and
- 11 (vii) The toll-free customer service telephone number of the acquiring
12 carrier.

13
14 Dated this 6th day of November, 2009.

15 LEWIS AND ROCA

16
17 

18 Thomas H. Campbell
19 Michael T. Hallam
40 N. Central Avenue
Phoenix, Arizona 85004

20 Attorneys for Verizon

21 SNELL & WILMER

22
23 

24 Jeffrey W. Crockett, Esq.
25 One Arizona Center
Phoenix, Arizona 85004-0001

26 Attorneys for Frontier Communications

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ORIGINAL and thirteen (13) copies
of the foregoing filed this 6th day of
November 2009, with:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-delivered
this 6th day of November, 2009, to:

Belinda Martin
Administrative Law Judge
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Maureen Scott
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Armando Fimbres
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Betty J. Griffin

EXHIBIT A-7

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 1 dated as of July 24, 2009 (this "Amendment"), is by and among Verizon Communications Inc., a Delaware corporation ("Verizon"), New Communications Holdings Inc., a Delaware corporation ("Spinco") and Frontier Communications Corporation, a Delaware corporation, parties to the Agreement and Plan of Merger, dated as of May 13, 2009 (the "Merger Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement, and all references to Articles and Sections herein are references to Articles and Sections of the Merger Agreement.

In consideration of the premises and the mutual promises herein made, and in consideration of the agreements herein contained, the parties, intending to be legally bound hereby, agree as follows:

1. Amendment to Section 7.6(j). Section 7.6(j) is hereby amended to read in its entirety as follows:

(j) On or prior to the Closing Date, the Company, at its own expense, shall adopt (to the extent permitted by State Regulators) the tariffs, price lists, schedules of rates, other statements of terms and conditions, including special customer arrangements, special assemblies, price flex arrangements, and individual customer-based arrangements of Verizon and other Verizon Affiliates for telecommunications services, which are applicable in whole or in part in the Territory, are effective under applicable Laws, and are in effect immediately prior to the Closing (collectively, the "Tariffs"). The Company shall maintain the Tariffs in effect at least until the end of the service term specified in (i) the Tariffs (to the extent permitted by State Regulators), (ii) agreements implementing such Tariffs with customers served by Verizon's Affiliates under retained Blended Customer Contracts, Contracts governing Retained Customer Accounts, and the agreements of customers who do not provide Third Party Consents (each a "Specified Contract") and (iii) agreements implementing such Tariffs with Persons who are Affiliates of Verizon on or before the Closing Date, and any optional renewal term exercisable by customers which are party to a Specified Contract or such Affiliates in such agreements or Tariffs, as applicable. The Company further agrees that, to the extent such Tariffs or agreements implementing such Tariffs contain rates and charges or other terms and conditions based on volume of service, amount of purchase or spend, or similar volume commitments by the customers which are party to a Specified Contract or such Affiliates (the "Volume Commitments"), the Company will reduce such Volume Commitments pro-rata, without a change in rates and charges or other terms and conditions under such Tariffs or agreements, to reflect the fact that the customers who are party to a Specified Contract or such Affiliates may, after Closing, take service from both Verizon Affiliates and the Company and not from Verizon Affiliates or the Company alone. The pro-rata reduction shall be equal to or

exceed the amount of the Volume Commitment provided by Verizon Affiliates after Closing. By way of example, and not by limitation, if after Closing, such customer or Affiliate purchased 75% of a Volume Commitment from the Company and 25% of a Volume Commitment from Verizon Affiliates, then the Company would reduce the Volume Commitment by 25% in affected Tariffs and agreements implementing such Tariffs. At its own expense, the Company shall make all filings and take all other actions as may be required by applicable Laws to make the Tariffs and pro-rata reductions of Volume Commitments adopted or made by the Company under this Section 7.6(j) legally effective not later than the Effective Time. If the applicable State Regulators do not permit, in whole or in part, the adoption of such Tariffs by the Company or the maintenance of such Tariffs during the service terms described above in this Section 7.6(j), then from and after the Effective Time and through the date on which the Company would no longer have been required under this Section 7.6(j) to maintain the applicable Tariffs had such State Regulators permitted their adoption, the Company will provide service terms, rates and services equivalent to the applicable Tariffs, including reductions in Volume Commitments, by means and methods acceptable to the applicable State Regulators.

2. Amendment to Section 7.8(f). Section 7.8(f) is hereby amended to read in its entirety as follows:

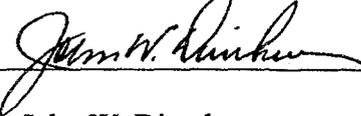
(f) With respect to (x) any Contracts in effect as of the Closing Date associated with a Retained Customer Account, (y) any failure to assign any customer Contract that would have been assigned in the Contribution as a Spinco Asset but for the failure to obtain a Verizon Third Party Consent or (z) any failure to assume any Blended Customer Contract that would have been assumed in part by Spinco pursuant to Section 7.8(e) but for the failure of the counterparty to consent to such assumption, then (i) to the extent such Contract involves the provision to the customer thereunder of ILEC services that are a part of the Spinco Business, Verizon shall use Surviving Corporation and its Subsidiaries succeeding to the Spinco Business to provide such services to such customer subject to the rights, if any, of such customer under such Contract to consent thereto and (ii) to the extent such Contract involves the provision to the customer thereunder of non-ILEC services that are part of the Spinco Business, Verizon or its Subsidiary or Subsidiaries shall continue to provide such services to such customer in accordance with such Contract. With respect to ILEC services delivered by the Surviving Corporation and its Subsidiaries in respect of such Contracts, Verizon shall either (A) remit to the Surviving Corporation amounts received from the applicable customer in accordance with the applicable Tariff (which the Surviving Corporation shall have mirrored in accordance with Section 7.6(j)) or, if applicable, in accordance with Section 7.6(j), in each case including as to payment terms, or (B) make payment to the Surviving Corporation in accordance with the terms of the applicable Transferred Affiliate Arrangement, including as to payment terms. In addition, after application of a credit for any

amount paid or payable to Surviving Corporation for services under the immediately preceding sentence, Verizon shall remit to Surviving Corporation amounts received from customers in respect of the delivery of services to customers in respect of non-ILEC services that are part of the Spinco Business and ILEC services provided under any of the customer Contracts or accounts described in subsections (x), (y) or (z) above in effect as of the Closing Date, net of (I) Verizon's costs to deliver such service, (II) any other fees paid or payable to Surviving Corporation or its Subsidiaries under a written agreement with Verizon or its Affiliate in connection with delivering such service, (III) third party costs incurred by Verizon or its Affiliate in connection with delivering such service, and (IV) any applicable taxes. Such additional payment shall be made by Verizon promptly after it receives such revenues and in any event not later than 45 days after Verizon's receipt of invoices for fees payable to Surviving Corporation or its Subsidiaries. For avoidance of doubt, nothing in this Section 7.8(f) shall apply to services purchased by Verizon or its Subsidiary or Subsidiaries under Transferred Affiliate Arrangements or Tariffs to the extent such services are not used to serve Retained Customer Accounts, or Contracts described under clause (y) above, or Blended Customer Contracts described under clause (z) above, both as of and after the Closing Date. The provisions of this Section 7.8(f) shall exclusively govern the circumstances described in the first sentence hereof, notwithstanding any other provision of this Agreement or the Distribution Agreement.

3. Confirmation of Merger Agreement. Other than as expressly modified pursuant to this Amendment, all provisions of the Merger Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the first date above written.

VERIZON COMMUNICATIONS INC.

By: 

Name: John W. Diercksen

Title: Executive Vice President – Strategy, Planning and Development

NEW COMMUNICATIONS HOLDINGS INC.

By: 

Name: Stephen E. Smith

Title: Vice President

FRONTIER COMMUNICATIONS CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the first date above written.

VERIZON COMMUNICATIONS INC.

By: _____

Name: _____

Title: _____

NEW COMMUNICATIONS HOLDINGS INC.

By: _____

Name: _____

Title: _____

FRONTIER COMMUNICATIONS CORPORATION

By: Donald R. Shastaw

Name: DONALD R. SHASTAW

Title: EVP + CFO

EXHIBIT A-8

AMENDMENT NO. 1 TO DISTRIBUTION AGREEMENT

AMENDMENT NO. 1 dated as of July 24, 2009 (this "Amendment"), is by and between Verizon Communications Inc., a Delaware corporation ("Verizon") and New Communications Holdings Inc. ("Spinco") to the Distribution Agreement, dated as of May 13, 2009 (the "Distribution Agreement") by and between Verizon and Spinco. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Distribution Agreement, and all references to Articles and Sections herein are references to Articles and Sections of the Distribution Agreement.

In consideration of the premises and the mutual promises herein made, and in consideration of the agreements herein contained, the parties, intending to be legally bound hereby, agree as follows:

1. Amendment to Section 1.1. The definition of "Contributing Companies" set forth in Section 1.1 of the Distribution Agreement is hereby amended to read in its entirety as follows:

"Contributing Companies" means Verizon North Inc., a Wisconsin corporation, Verizon Northwest Inc., a Washington corporation, Verizon West Coast Inc., a California corporation, Contel of the South, Inc., a Georgia corporation, Verizon California Inc., a California corporation, Verizon South Inc., a Virginia corporation, Verizon West Virginia Inc., a West Virginia corporation, Verizon Enterprise Solutions LLC, a Delaware limited liability company, Verizon Long Distance LLC, a Delaware limited liability company, Verizon Online LLC, a Delaware limited liability company, Verizon Credit Inc., a Delaware corporation, Verizon Corporate Services Corp., a Delaware corporation, Verizon Business Financial Management Corporation, a Delaware corporation, Verizon Business Network Services Inc., a Delaware corporation, Verizon Network Integration Corp., a Delaware corporation, Verizon Select Services Inc. a Delaware corporation and any other Subsidiary of Verizon that either provides 911 or E911 customer premise equipment sales, service or maintenance or employs Spinco Business Employees (as defined in the Merger Agreement), in each case as of the Closing Date.

2. Amendment to Section 1.1. The definition of "POP Equipment" shall be added to Section 1.1 of the Distribution Agreement to read in its entirety as follows:

"POP Equipment" has the meaning set forth in the definition of "Spinco Assets" in subsection (i)(H).

3. Amendment to Section 1.1. The definition of "Special Payment" set forth in Section 1.1 of the Distribution Agreement is hereby amended to read in its entirety as follows:

"Special Payment" means a payment made by Spinco to Verizon in an amount which shall not exceed the lesser of (i) (x) \$3.333 billion minus (y) the amount of

Distribution Date Spinco Indebtedness, and (ii) Verizon's estimate of its tax basis in Spinco, such amount to be set forth in a certificate delivered pursuant to Section 7.18(g) of the Merger Agreement (as updated in accordance with such section). For purposes of this Agreement, reference to the tax basis in Spinco means the tax basis in Spinco immediately prior to the Distribution, but without giving effect to the Special Payment.

4. Amendment to Section 1.1. The definition of "Spinco Assets" set forth in Section 1.1 of the Distribution Agreement Subsections (i)(G), (VI) and (X) are hereby amended to read in their entirety as follows:

(G) (i) all existing fiber-to-the- premises ("FiOS") network elements from and including the video hub office(s) ("VHO") to the end-user customers consisting primarily of elements of the VHO, trunks and other connecting facilities from the VHO to the serving offices, all connections from serving offices to end-user customers in the states of Indiana, Oregon and Washington and customer premises equipment at FiOS subscriber locations in the states of Indiana, Oregon and Washington consisting primarily of set top boxes, broadband home routers, CableCards, remote controls and connector cables; and (ii) transmission facilities (trunks and related equipment further described in new Section 1.1(j) of the Disclosure Letter to the Distribution Agreement as revised and amended on even date herewith) owned by ILEC Affiliates of Verizon between the (a) VHOs and (b) related equipment owned by ILEC Affiliates of Verizon which related equipment, unless otherwise stated in Section 1.1(j) of the Disclosure Letter to the Distribution Agreement as revised and amended on even date herewith, is located in Verizon Affiliate leased or owned points of presence ("POPs"), as such related equipment, VHOs, and POPs are further described in Section 1.1(j) of the Disclosure Letter to the Distribution Agreement as revised and amended on even date herewith ("VHO/POP Transmission Equipment").

(VI) Intentionally left blank.

(X) Intentionally left blank.

5. Amendment to Section 1.1. The definition of "Spinco Assets" set forth in Section 1.1 of the Distribution Agreement Subsection (i) is hereby amended to include a new subparagraph H as follows:

(H) the POP equipment owned by Verizon Online LLC and located in Charleston and Clarksburg West Virginia used to deliver certain broadband Internet access services, which equipment is of the type identified on Section 1.1(k) of the Disclosure Letter to the Distribution Agreement as revised and amended on even date herewith ("POP Equipment").

6. Amendment to Section 1.1. The definition of "Spinco Business" set forth in Section 1.1 of the Distribution Agreement Subsection (ii) is hereby amended to include a new subparagraph D prior to the proviso as follows:

(D) the provision by Verizon Select Services Inc., Verizon Network Integration Corp. and other Contributing Companies of sales, installation and maintenance of 911 and E911 customer premises equipment,

7. Amendment to Section 1.1. The following subsections of the definition of "Spinco Business" set forth in Section 1.1 of the Distribution Agreement are hereby amended, and in the cases of Subsection (M), (O) and (P) added, to read in their entirety as follows:

Subsection (i);

all of the incumbent local exchange carrier business activities and operations of Verizon and its Affiliates in the Territory (consisting of local exchange service, "intraLATA" toll service, network access service, enhanced voice and data services, digital subscriber line ("DSL") services, FiOS voice and video services, wholesale services, operator services, directory assistance services, customer service to end users, and, in connection with any of the foregoing, repairs, billing and collections); and

Subsection (ii)(B), prior to the proviso;

the provision by Verizon Online LLC of dial-up and broadband Internet access services and related value-added services taken by broadband customers located in the Territory;

Subsection (C), following the proviso;

monitoring, installation, maintenance and repair of customer premises equipment (other than equipment related to 911 and E911 related services described above in this definition) and software, structured cabling, call center solutions and professional and other services as provided by Verizon Network Integration Corp or Verizon Select Services Inc.

Subsection (H);

consumer and small business customer premises equipment sales and services, other than the customer premises equipment described above in subsection (i)(G) of Section 1.1 definition of "Spinco Assets", and other than customer premises equipment sales, service and maintenance related to the 911 and E911 portions of the Spinco Business.

Subsection (M);

any former MCI business;

Subsection (O);

Verizon Smart Phone service or One Phone service as provided generally by Verizon Online LLC;

Subsection (P)

any "interLATA" non-ILEC switched or data services provided by Verizon Long Distance LLC and Verizon Enterprise Solutions LLC, which includes private line, asynchronous transfer mode ("ATM"), frame relay, Ethernet and dedicated access voice services (not including Toll Free Services if Verizon exercises its right described in Subsection (iii) below) or any services that Verizon Long Distance LLC and Verizon Enterprise Solutions LLC provide through separate third party Agreements; or

8. Amendment to Section 1.1. The definition of "Spinco Business" set forth in Section 1.1 of the Distribution Agreement is hereby amended to include a new Subsection (iii) to read in its entirety as follows:

(iii) Verizon shall have the right (but not the obligation), exercisable by written notice to the Company no less than 90 days prior to the Distribution Date, to add the following activity as part of the definition of the included "Spinco Business":

The provision by Verizon Long Distance LLC or Verizon Enterprise Solutions LLC of terminating central office switched long distance services for small business customers, switched by wire centers which are otherwise Spinco Assets ("Toll Free Services") which service must be provided in conjunction with a toll free telephone number.

If Verizon exercises the above described right, the above provision will be deemed added to the definition of the include Spinco Business and, simultaneously the definition of "Spinco Business" will be further revised to add a new Subsection (P-1), which shall read in its entirety as follows:

(P-1) Toll free long distance services, utilizing a 4-digit PIN number in conjunction with a shared Verizon Long Distance 800/888/877 number (commonly referred to as PTFS services).

9. Amendment to Section 1.1. The definition of "Territory" set forth in Section 1.1 of the Distribution Agreement is hereby amended to read in its entirety as follows:

"Territory" means the local franchise area of the Contributing Companies in the states of Arizona, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Washington, West Virginia and Wisconsin, the franchise areas of Verizon West Coast Inc. and the franchise areas in California served by the following wire centers and the related microwave facilities described below:

Base CLLI	Remote CLLI	Switch Type	Switch Name	AAIS Wire Center Name	NPA	NXXs	Rate Center
BLYTCAXF92K	-----	DMS100	BLYTHE	BLYTHE	760	921, 922	Blythe
BLYTCAXF92K	BLYTCABJRL0	ANODE	INTAKE & RIVERIA	BLYTHE	760	921, 922	Blythe
BLYTCAXF92K	BLYTCAXHRL1	OPM	RIPLEY #4	BLYTHE	760	921, 922	Blythe
BLYTCAXF92K	BLYTCABARL0	ANODE	FLORENCE & HOBSON	BLYTHE	760	921, 922	Blythe
BLYTCAXF92K	BLYTCACRRL0	AFC-RSC	COLORADO RIVER UMC	BLYTHE	760	921, 922	Blythe
BLYTCAXF92K	BLYTCAXGRS1	RSC	NORTH RIPLEY	BLYTHE	760	921, 922	Blythe
BLYTCAXF92K	PLVRCAXFRS1	RSC	PALO VERDE	PALSVDE	760	854	Palo Verde
GRDVNVXADS0	WDFRCAXFRS1	RSC	WOODSFORD-ALPINE	ALPINE	530	694	Alpine
GRDVNVXADS0	PYVLCAAARL0	ANODE-UE	ST HWY 88 ANODE-UE	ALPINE	530	694	Alpine
GRDVNVXADS0	WDFRCAAARL0	ANODE	MARKLEEVILLE	ALPINE	530	594	Alpine
GRDVNVXADS0	CEVLCAXFRS6	RSC	COLEVILLE	COLEVILLE	530	495	Coleville
PRKRAZXCDS0	BGRVCAXFRLO	AFC-LET	BIG RIVER LET	EARP	760	665	Earp
PRKRAZXCDS0	HVSUCAXFRS1	RSLE	HAVASU LANDING	HAVASU	760	858	Havasu Lake
BKMTCAFQ01		MICROWAVE	BLACK METAL MOUNTAIN	PRDMAZXC			
BMMTCARSQ02		MICROWAVE	BIG MARIA MOUNTAIN	BLYTCAXF			

10. Amendment to Section 11.1. The definition of "Toll Free Services" shall be added to section 1.1 of the Distribution Agreement to read in its entirety as follows:

"**Toll Free Services**" has the meaning set forth in the definition of "Spinco Business" in subsection (iii).

11. Amendment to Section 1.1. The definition of "Verizon Assets" set forth in Section 1.1 of the Distribution Agreement Subsection (i)(C) is hereby amended to read in its entirety as follows:

- (C) any Asset of the dial-up, broadband Internet access or LD portions of the Spinco Business, other than (1) any customer relationships (including related value-added services customer relationships), (2) customer premises equipment at FiOS subscriber locations in the states of Indiana, Oregon and Washington consisting primarily of set top boxes, broadband home routers, CableCards, remote controls and connector cables, (3) the POP Equipment, and (4) VHO/POP Transmission Equipment.

12. Amendment to Section 1.1. The definition of “VHO/POP Transmission Equipment” shall be added to Section 1.1 of the Distribution Agreement to read in its entirety as follows:

“VHO/POP Transmission Equipment” has the meaning set forth in the definition of “Spinco Assets” in subsection (i)(G).

13. Amendment to Section 1.1(a) Disclosure Letter to the Distribution Agreement. Section 1.1(a) of the Disclosure Letter (“Retained Customer Accounts”) is hereby revised and amended as set forth in the Revised and Amended Section 1.1(a) to the Disclosure Letter to the Distribution Agreement of even date herewith.

14. Confirmation of Distribution Agreement. Other than as expressly modified pursuant to this Amendment, all provisions of the Distribution Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the first date above written.

VERIZON COMMUNICATIONS INC.

By: John W. Dierksen

Name: John W. Dierksen

Title: Executive Vice President – Strategy, Planning and Development

NEW COMMUNICATIONS HOLDINGS INC.

By: Stephen E. Smith

Name: Stephen E. Smith

Title: Vice President

CONSENT TO AMENDMENT OF DISTRIBUTION AGREEMENT

Frontier Communications Corporation, by its authorized representative hereby consents to Amendment No. 1 to Distribution Agreement and further agrees that the terms of paragraph 3 hereof supersede any conflicting terms on the same subject matter in the Agreement and Plan of Merger and exhibits thereto (“Merger Agreement”).

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the first date above written.

VERIZON COMMUNICATIONS INC.

By: _____

Name: _____

Title: _____

NEW COMMUNICATIONS HOLDINGS INC.

By: _____

Name: _____

Title: _____

CONSENT TO AMENDMENT OF DISTRIBUTION AGREEMENT

Frontier Communications Corporation, by its authorized representative hereby consents to Amendment No. 1 to Distribution Agreement and further agrees that the terms of paragraph 3 hereof supersede any conflicting terms on the same subject matter in the Agreement and Plan of Merger and exhibits thereto ("Merger Agreement").

By: Donald R. Shassian

Name: DONALD R. SHASSIAN

Title: EVP & CFO