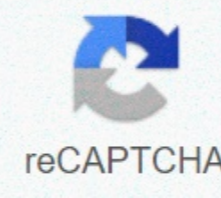




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Non solicitation clause general advertisement

non-competing and non-smoking agreement - SGN LLC, GPP LLC, Dex Holdings LLC, Qwest Corporation, Qwest Communications International Inc. and Qwest Dex Inc. Non-Competition and Non-Acceptance Agreement This non-competition and non-book agreement (this Agreement) was entered into as of November 8, 2002 (EFFECTIVE DATE) between SGN LLC, Delaware Limited Liability Company (DEXTER PUBLISHER), GPP LLC, Delaware Limited Liability Company (RODNEY PUBLISHER), and Dex Holdings LLC Delaware Limited Liability Company (BUYER and together with Dexter Publisher and Rodney Publisher, BUYERS OF PARTIES), on the one hand, and Qwest Corporation, Colorado Corporation (QC), Qwest Communications International Inc., Delaware Corporation (QCII), and Qwest Dex, Inc., Colorado Corporation (DEX and, together with QC and QCII, QWEST PARTIES) on the other hand. Capitalized terms not defined in this plan will have values assigned to such terms in Article 1. RECITALS A. Dex, QCII, Qwest Services Corporation (QSC) and the Buyer entered into this specific Purchase agreement of August 19, 2002 (LLC Purchase and Sale Agreement), on the basis of which Dex agreed, in accordance with the terms set forth therein, to: (i) make certain assets and obligations to Dexter Publisher; and (ii) sell to the buyer all outstanding interests of the Dexter Publisher Limited Liability Company after such contribution. B. In connection with the LLC's Purchase and Sale Agreement, Dex, QCII, QSC and The Buyer have entered into this particular Sales Agreement dated even on the date of this (LLC II Purchase and Sale Agreement), on the basis of which Dex has agreed, subject to the terms set forth therein, to: (i) make certain assets and obligations to the Rodney Publisher; and (ii) sell all outstanding interests of the Rodney Publisher limited liability company to the buyer after such contribution. C. Sections 7.2(g) and 7.3(f) of the LLC Purchase and Sale Agreement stipulate that the obligations of Dex, QSC, QCII and the Buyer for the first closure are subject, among other things, to the performance and delivery of this Agreement. D. In parallel with the performance of this Agreement, the Publisher and the Criminal Code perform the Publishing Agreement under which the Criminal Code, among other things, shall head the Publisher as its exclusive official publisher of catalog products in certain areas of service, taking into account the conditions set forth therein. e. The parties have agreed to establish certain non-compliance and non-compliance pacts as described more fully in this Agreement. <PAGE>AGREEMENT Taking into account election speeches and mutual promises and covenants contained in this treaty, the inadequacy of which is recognized,<PAGE> the parties agree as follows: ARTICLE 11.1 GENERAL CONSTRUCTION RULES. For all purposes of this Agreement: (i) the terms and conditions set forth in this Agreement include plurality as well as in; (ii) all references in this Agreement to designated Articles, Sections and other subsections shall be submitted to designated articles, sections and other subdivisions of the authority of this Agreement; (iii) sex or castron pronouns include, if necessary, other pronouns; (iv) the words thisin, thisof and thisunder and other words of similar import relate to this Agreement as a whole, and not to any particular article, section or other subsection; (v) or is not exclusive; (vi) the inclusion and inclusion will be deemed to be accompanied but not limited to and not limited, respectively; (vii) any definition or reference to any law, agreement, instrument or other document in this document will be construed as a reference to such law, agreement, instrument or other document, as it changes, supplements, or otherwise changes from time to time; and (viii) any definition or reference to any statute will be construed as a reference also to any rules and regulations made public therein. 1.2 DEFINITION. The following definitions apply in this Agreement. PARTNER means a Person who directly or indirectly through one or more intermediaries controls or controls or is under common control with the specified Person. The term control (including, with correlational meanings, the terms controlled and under common control) means the possession of the power to direct the management and policy of the person in question through the possession of 50% or more of voting powers or economic interests in the person referred to. AGREEMENT has the meaning set forth in the introductory paragraph of this Agreement. RELEVANT BUYER SUCCESSORS has the meaning set forth in Section 3.2. Applicable successors to QWEST have the value set out in Section 2.2 (a). BUSINESS DAY means any day except Saturday, Sunday or the day when banks in New York, New York or Denver, Colorado are authorized or required by law or executive order to close. BUYER has the meaning set forth in the introductory clause of this Agreement. BUYER'S PARTIES has the meaning set forth in the introductory clause of this Agreement. ACTIVITIES WITH LIMITED BUYER ACTIVITIES is of value set forth in Section 3.1. 2 CHANGE OF CONTROL means: (i) the acquisition by any Person or group of Persons of the election fund of the person referred to by the Person in the agreement or a series of cases, if immediately thereafter such person or group <PAGE>has or will have beneficial ownership of more than 50% of the aggregate<PAGE> electoral power from the relevant person who does not have the right to vote, including any such acquisition by merger, consolidation or reorganizationcode), or a series of such related transactions involving the referred person; or (ii) the sale, purpose or other transfer of all or largely all persons referred to by the Person; or (iii) confirm any reorganization or liquidation plan pursuant to the Bankruptcy Procedures Code, any off-budget recapitalization or reorganization operation or exchange offer, in any case in which more than fifty-one percent (51%) of the outstanding securities of such Person are issued in exchange for all or a significant part of the outstanding debt of such Person or other securities, or the right of ownership to seek foreclosure or any other remedy or right to law or contract under which to a large extent all securities or assets of such Person are transferred, transferred or otherwise transferred to another Person. The Confidentiality Agreement means that a certain Confidentiality Agreement between Welsh, Carson, Anderson and Stoo IX, L.P. and QSC, dated April 22, 2002. THE PERIOD OF TREATMENT OF PACT is set forth in Section 5.1(b). DEX has the meaning set forth in the introductory clause of this Agreement. DEX REGION means territory comprising seven states of Arizona, Idaho, Montana, Oregon, Utah, Washington and Wyoming, subject to their addition and removal under the terms of the Publishing Agreement. DEXTER PUBLISHER has the meaning set forth in the introductory clause of this Agreement. DIRECTORY PRODUCT refers to a telephone directory product or service consisting mainly of searchable (for example, alphabetical letters or categories of goods or services) of multiple telephone lists and secret advertising that is delivered or otherwise available to end users in tangible media (e.g. paper catalogs, CD-ROM), electronic media (such as the Internet), or digital media (e.g. PDA downloads). EFFECTIVE DATE shall mean the meaning set forth in the introductory paragraph of this Agreement: FIRST CLOSURE means Closure as defined in and in the LLC Sales Agreement; CLOSING DATE means the date of the first closure. A GOVERNMENT INSTITUTION means any government or any agency, bureau, board, commission, court, department, official, political unit, tribunal or other instrumentalism of any government, be it federal, state or local, domestic or foreign. The Intellectual Property Contribution Agreement means that a particular Intellectual Property Contribution Agreement, which even dates this Publisher, QCII and Dex, may change, change or be supplemented from time to time. 3 LLC PURCHASE AGREEMENT has the meaning set forth in the Recitation of this Agreement, as the same may be changed, modified or supplemented from time to time <PAGE>. CONTRACT OF PURCHASE LLC II has the meaning set forth in the Recitation of this Agreement.<PAGE> as the same may be modified or supplemented before time. MATERIAL DEFAULT means the breach by either party of any material term, condition, covenant or obligation of this Agreement, which is so material and continues that it has the effect of termination of such party and satisfaction by the other party of the benefits under this Agreement as a whole, including the unfulfilled violation of Qwest Party Section 2.2(a). PAY STATIONS AGREEMENT means that some Public Toll Stations Agreement is even a date, and between QC and the Publisher as the same can be changed, modified or supplemented from time to time. PERSON means association, corporation, individual, company, limited liability company, trust or any other organization or organization, including a state institution. PRIMARY CATALOGUES have the meaning set forth in the Publishing Agreement. PUBLISHER means (i) from and after the first close date and before the closing date (if any), only Dexter Publisher and (ii) from and after the closing date (if any), Dexter Publisher, along with Publisher Rodney. THE PUBLISHER OF LIQUIDATED LOSSES shall be entitled in Section 6.2(a). PUBLISHER REGION means: (i) from and after the date of the first closure, the territory consisted of seven states of Colorado, Iowa, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota and the city of El Paso, Texas; and (ii) from and after the Second Close Date, the aforementioned territory together with the territory consisting of the Dex region, both subject to and after addition to it in accordance with the terms of the Publishing Agreement. PUBLISHING AGREEMENT means that a certain Agreement on the publication of official listings/catalogs is even the date that comes between and between the Parties and the Publisher Qwest, as the same may change, change or be supplemented from time to time. QC matters as set forth in the introductory paragraph of this Agreement. QCII has the meaning set forth in the introductory clause of this Agreement. QWEST PARTIES have the meaning set forth in the introductory clause of this Agreement. QWEST restricted activities have the meaning set out in Section 2.1. 4 <PAGE> REMEDIABLE BREACH has the meaning set out in Section 5.1(b). NOTICE OF LIMITED ACTIVITY is set out in Section 5.1(a). RODNEY PUBLISHER has the meaning set forth in the introductory clause of this Agreement. SECOND CLOSURE means Closure as defined in the LLC Sale and Purchase Agreement in accordance with its sale and purchase agreement; SECOND CLOSING DATE means the date of the Second Closure. SEPARATION AGREEMENT means that a certain Separation Agreement is dated even by the date provided by the Buyers, Dex and QCII, as the same may change, change or be supplemented from time to time. <PAGE>AREA(S) means the geographic areas in which QC provides local telephone services as described in the Publishing Agreement. THE DEFAULT SERVICE AREA value is set out in section 6.2(b). THE DEFAULT SERVICE AREA ELIMINATED LOSSES have the value set forth in Section 6.2(b). TRADEMARK LICENSE AGREEMENT means that a certain Trademark License Agreement even dates between QCII and the Publisher, as the same may change, change or be supplemented from time to time. VOICE PORTAL DIRECTORY is a product or service of the telephone directory that the user has access to through an interactive voice portal. ARTICLE 2 QWEST NON-COMPETITIVE PACTS 2.1 RESTRICTIONS. Subject to exclusion, exceptions and restrictions expressly set forth in this Agreement and without limitation the use by Qwest parties of the trademarks and trade names set forth in the Intellectual Property Contribution Agreement, Qwest Parties agree that they will not, will not act as a sales agent on behalf of or enter into a joint venture, strategic alliance, product completion, revenue distribution or similar arrangement with, third party in order, and will result in their Affiliates not publishing, publishing, selling or distributing any Catalog Products, in each case to the extent that both: (i) consists mainly of lists and classified advertising for subscribers and (ii) aimed primarily at end users in the Publisher region (QWEST LIMITED ACTIVITIES); provided, however, that if the Publishing Agreement terminates with respect to any Service Area (thereby forcing the Publisher region to exclude such Service Area(s)), or the Pay Stations Agreement terminates with respect to any paid stations (as defined in the Paid Stations Agreement), the obligations and limitations of this Section 2.1 will no longer apply to such Service Areas (s) and will no longer apply to such Paid Stations (i.e. will not apply to the publication or receipt by a third party of an alternative Catalog Product for placement in such a Pay Station, without limiting the further application of such obligations and restrictions on other service areas and the paid station. 5 <PAGE>2.2 SUCCESSOR CONSTRAINTS. (a) Subject to the exclusions, exceptions and restrictions expressly set forth in this Agreement, upon change of control of any Party to Qwest, by which such Party Qwest<PAGE> no longer has direct obligations as a party to this Agreement (for example, since the Change of Control is the sale or transfer of assets or is the result of a transaction on the basis of which the successor, survivor or acquiring organization (APPLICABLE SUCCESSOR QWEST(S)) does not automatically reach the obligations under the law). Qwest, and such a Qwest party agrees to call such a agree in writing (whether within the framework of an acquisition agreement that provides that the Publisher is a third party beneficiary or in a separate agreement) to assume this Agreement on substantially similar terms and conditions that are then in force under this Agreement. (b) Subject to the exclusions, exceptions and restrictions expressly set forth in this Agreement, if the QC withdraws from the Service Area(s) in the Publisher region as a result of the sale, assignment or other transfer of access lines, (ii) a merger transaction or other combined business transaction with a Person regarding access lines, or (iii) any other agreement with any third party, according to which such Person will provide local telephone services instead of QC in such Service Area (a), and in any of the cases provided for in this case, such event is not a change of control: (A) QC will require the Acquiring Person to agree in writing (whether within the framework of the acquisition agreement with the Criminal Code, which provides that the Publisher is a third-party beneficiary or in a separate agreement), to assume this Agreement in writing that all references to the Publisher Region shall mean the relevant Service Area on substantially similar terms and conditions then in force under this Agreement (except that the Publisher shall from time to time comply with the reasonable requirements of such Person regarding the trademarks of such Person and other relevant intellectual property); and (B) the Publisher will not be exempt from its obligations under this Agreement. 2.3 EXCEPTIONS AND RESTRICTIONS. (a) The Qwest Parties and any Applicable Successors of Qwest and its Affiliates will be deemed to be not involved in Qwest's limited operations in relation to marketing and sales agents who are not employees if the Qwest Parties or any applicable successors of Qwest or its Affiliates use their respective commercially justified efforts, including establishing reasonable procedures to limit the activities of their respective agents and other distributors from participating in Qwest Limited Activities. (b) The Buyer's Parties acknowledge and agree that the Qwest Parties and any Applicable Successors of Qwest and its Affiliates will have no restrictions on publication, marketing, selling or distributing Catalog Products aimed primarily at end users outside the Publisher region, using any brand other than the Dex brands or any Dex combined mark, including QwestDex, each of which can only be used before the Second Close Date (or if a second closure has not occurred) in the Dex region under publisher license. 6 <PAGE>(c) Nothing contained in this Agreement prohibits Qwest Parties or any Applicable Successors of Qwest<PAGE> or its Affiliates from publishing or distributing the White Pages (as defined in the Publication Agreement) to the extent permitted or The Order (as defined in the Publishing Agreement) is subject to and in accordance with the terms of Section 3.14 of the Publishing Agreement. (d) Nothing contained in this Agreement limits any Applicable Successor Qwest to continue to publish, sell, sell or distribute (on its behalf or on behalf of any third party) catalog products in those Areas of Service in the Publisher's region in which it has carried out any such business on the date of performance of the agreement (agreement) under which such Change of Control or Transaction Is Made; provided, however, that such Applicable Successor to Qwest: (i) may not significantly expand the geographic scope of such Catalog Products in such service areas; and (ii) starting with the publication of any Product Catalog that is printed or otherwise distributed more than fifteen (15) months after the transaction of change of control or disposal is consumed, the relevant successor to Qwest may not label any such Product catalog with the brand used by QC or any successor to QC, which is the current local exchange carrier in the Publisher's region, as the applicable local exchange carrier in the Service Area that is covered by the following Product Catalog. (e) The restrictions in section 2.1 will no longer apply to any Qwest Party (and its Affiliates) other than QC at such a time as such Qwest Party is no longer affiliated with QC or any successor to QC. (f) Nothing contained in this Agreement, will not prohibit the Qwest Parties and any Applicable Successors of Qwest (in each case, together with the respective Affiliates) from making and making passive investments in the securities of any Person whose securities are publicly traded in the common market, provided that the relevant investment interest of the Qwest Party and any relevant interest in the capital of Qwest Successors does not exceed five percent (5) of the Successors. the outstanding shares or interests of such Person, as well as the Parties to Qwest or the Respective Successors of Qwest (and their respective Affiliates) have no effective control over the management or policies of such Person. (g) Without limiting any restrictions on the use by the Qwest Parties of trademarks and trade names as set forth in the Intellectual Property Contribution Agreement, the Buyer's Parties acknowledge and agree that Qwest Parties and any Applicable Successors of Qwest and its Affiliates will have no restrictions on any Voice Portal Catalog. (h) The Buyers acknowledge and agree that the Qwest Parties and any applicable successors of Qwest and their Affiliates shall have no restrictions on the publication, marketing, sale or distribution of Catalog Products aimed primarily at end users in those geographic areas of the Publisher region in which the Publisher is not the exclusive official publisher of the Criminal Code of Ukraine. paragraph (ii) of the third sentence of Section 3.10(a) Publications since upon entry into force the date of QC becomes the current local exchange carrier in such geographical area as a result of the acquisition of shares or assets, or by merging or other agreement on the combination of business with, the Person shall previously provide a local telephone connection in that geographical area as an active local exchange carrier. 7 <PAGE>ARTICLE 3 RESTRICTIONS ON BUYER NON-CONSPIRACY 3.1. Subject to exclusion, exceptions and restrictions expressly set forth in this Agreement, and without limitation any restrictions on the Buyer's use of trademarks and trade names, as set forth in the Trademark License Agreement or Trade Show C in the Publishing Agreement, before the Second Closing Date or, if the Second Closing Date does not take place, prior to the termination of this Agreement pursuant to Section 6.3, the Buyer's Parties agree that they will not, act as an agent on behalf of, or conclude a joint venture or strategic alliance with a third party in order to, and will result in their Affiliates not publishing, selling or distributing any Products of the Catalog, in each case to the extent that both: (i) consists mainly of lists and secret advertising for subscribers and (ii) are primarily aimed at end users in the Dex region using any of the Qwest, QwestDex or Dex stamps (BUYER LIMITED ACTIVITIES); provided, however, that if the Publishing Agreement terminates with respect to any Service Area (thus leading to the definition of the Dex region to include such Service Areas), or the Paid Stations Agreement terminates with respect to any paid stations (as defined in the Paid Stations Agreement), the obligations and limitations of this Section 3.1 will apply to such Service Areas (service areas) or paid stations as applicable. 3.2 SUCCESSOR'S OBLIGATIONS. Subject to exclusion, exceptions and restrictions expressly set forth in this Agreement, after changing the control of any Buyer's Party, the surviving acquiring entity, or successor (APPLICABLE SUCCESSORS OF THE BUYER), and such Buyer's Party agrees to force such party to agree in writing (whether within the framework of the acquisition agreement with the Buyer's Party, which provides that the Criminal Code is the beneficiary of a third party or in a separate agreement) to assume this Agreement and be obliged, in relation to itself and its Affiliates, 3.3 EXCEPTIONS AND RESTRICTIONS. (a) Buyer's Parties and any Applicable Successors of the Buyer<PAGE> will be deemed to have not engaged in activities with limited buyers' activities in relation to marketing and sale by non-employee sales agents if the Buyer's Parties or any Relevant Successors of the Buyer use their respective commercially reasonable efforts, including the establishment of reasonable procedures, to limit appropriate appropriate and other distributors from participating in activities with limited access to buyers. (b) Nothing contained in this Agreement limits any Affiliate of the Buyer's Party or the Buyer's Respective Successor to the extent that such Partner: (i) does not work in conjunction with, jointly manages or shares objects, sales staff or other key employees with the Publisher; (ii) are not consolidated financially with the Publisher; (iii) has no agreement on combining products or similar joint ventures or strategic alliances, arrangements or product offerings with the Publisher regarding limited customer activities; or (iv) has no revenue sharing agreement or similar agreement with the Publisher regarding activities with limited buyer access. 8 (c) Nothing contained in this Agreement, does not prohibit the Buyer from making and making passive investments in the securities of any Person whose securities are publicly traded in the generally recognized market, provided that the respective successors of the Buyer and any relevant successors of the buyer of the relevant share of equity in <PAGE> outstanding shares or interests of such Person and the Buyer's Parties and any relevant Successors of the Buyer (and their respective Affiliates) have no effective control over the management or policy of such Person. (d) Without limiting any restrictions on the Use by the Buyer's Parties of trademarks and trade names as set forth in the Trademark License Agreement or Trade Fair C prior to the Publishing Agreement, the Qwest Parties acknowledge and agree that the Buyer's Parties and any Applicable Successors of the Buyer and its Affiliates will not place any restrictions on any Voice Portal Catalog. ARTICLE 4 OF THE NON-RESERVATION AGREEMENT Within two (2) years from the date of entry into force and except as expressly provided for in the Dividing Agreement, none of the Qwest Parties or The Buyer's Parties shall, without prior written approval of the applicable other party, directly or indirectly: (i) induce any such employee of such other party; (ii) induce any such employee of such other party to terminate their relationship with such other party; or (iii) in the case of the Qwest Parties, request the hiring or hiring of any senior Dex management team from their work in Publisher. Further will not apply to persons hired as a result of the use of an independent employment agency (until the agency has been directed to extort a particular person) or as a result of the use of a general petition (for example, newspaper advertising or on radio or television), not specifically directed at employees of any other party. ARTICLE 5 DISPUTE RESOLUTION 5.1 NOTICE, TREATMENT AND (a) Notice. Each party will immediately notify the other about any <PAGE>. <PAGE> it believes that it infringes any of its rights in accordance with Article 2, Article 3 or Article 4, if possible (NOTICE OF LIMITED ACTIVITY), in which the Notice of Limited Activities must indicate whether such party reasonably considers a foreseeable or threatening violation capable of correcting. The Party receiving the Notice of Limited Activities will respond in writing within five (5) business days, describing any objections to the issues described in the Notice of Limited Activities (including any discrepancies regarding the presence of such limited activities) or, if such matters are not objected, describing its intentions to correct and discontinue limited activities. (b) Cure. If a violation or threat of breach of a party's obligations pursuant to Article 2, Article 3 or Article 4, if possible, is able to correct (CORRECT THE VIOLATION), and if such issues are not denied in writing in a timely manner, the party receiving the Notice of Limited Activities will have ninety (90) days after receipt of such Notice of Limited Activities to eliminate such violation (PACT TREATMENT PERIOD); provided, however, that such a pact treatment period will be extended for such an additional period of time as 9 reasonably necessary, if such a correction of the violation is not able to correct during the initial period of treatment of the pact, as long as during the initial period of treatment of the Covenant, the party receiving the Notice of Limited Activities diligently tries to correct such a correction of the violation, and if such extension is not reasonably expected to adversely affect the party that is not <PAGE> violates. If the existence of the Infringement Correction is disputed in good faith and timely manner, but is then determined pursuant to Section 5.1(c) or Section 5.2 that such Breach Correction exists, the party receiving the Notice of Limited Activity will have thirty (30) days from the date of such determination to cure such correction of the violation; however, if this does not prevent any extension of the pact treatment period as provided above, if possible, (c) Escalation. If there are any ongoing objections or disputes in connection with the Notice of Limited Activity after the pact treatment period, if applicable, the parties will in good faith seek to resolve such dispute and determine the relevant corrections as follows: (i) the dispute will first be transferred to the Senior Executive Director of QCII or QC and Publisher, as is possible, within ten (10) business days of filing a dispute thereto; and (ii) if such senior executive officials cannot resolve any such dispute within ten (10) business days, the parties will submit the dispute to binding arbitration pursuant to Section 5.2 below and pursue such other remedies that may be permitted pursuant to Article 6. 5.2 ALTERNATIVE DISPUTE RESOLUTION. суперечки, суперечки або претензії <PAGE>. <PAGE> under or related to this Agreement, regardless of the legal theory on which it is based, will be settled by final, binding arbitration pursuant to the Federal Arbitration Law, 9 U.C ss. 1 et seq., in accordance with the Commercial Arbitration Rules of the American Arbitration Association. However, nothing in this will prohibit the party from seeking a temporary or preliminary judgment in the court of competent jurisdiction. In any arbitration, the number of arbitrators will be three, the Qwest Parties, on the one hand, and the Buyer's Party, on the other hand, each has the right to appoint one arbitrator who together will appoint a third neutral arbitrator within thirty (30) days after the appointment of the last arbitrator appointed by the party. All arbitration proceedings will take place in Denver, Colorado. Arbitrators will be entitled to monetary and equitable relief, including concrete results and other financial assistance; provided, however, that only losses permitted under this Agreement may be awarded (including losses eliminated by the publisher and the service area by default eliminated losses, but otherwise excluding indirect, punitive or other special losses). Except as expressly provided for in this Section 5.2, each party will bear the costs of its own attorney and will jointly bear the costs of arbitrators. Arbitrators will distribute the remaining costs of arbitral proceedings. The Parties agree that the arbitrators will include, as the subject of damages, arbitration costs, including reasonable legal fees and costs incurred by the prevailing party, if the arbitrators determine that either (i) the disrespectful party has not acted in good faith, denying its liability under this Agreement to the prevailing party, or initiating a claim against the prevailing party, or (ii) the preceding party has had to resort to arbitration for a substantially similar claim (regardless of whether the same Service Area relates) more than two times in any thirty-six (36) month period. If it becomes

necessary to resort or respond to litigation to ensure that a party complies with Section 5.2, such proceedings will be initiated only in federal or state courts located in the state and county of New York, which will become the exclusive jurisdiction to resolve any disputes with respect to this Agreement, with each party irrevocably agreeing to their jurisdiction. If the court directs or otherwise demands compliance at the same time, then all costs and expenses, including reasonable attorneys' fees incurred by a party requiring such compliance, will be reimbursed by a party that does not meet the requirements. 10 &PAGE&ARTICLE 6 REMEDIES AND ENFORCEMENT 6.1. If any infringing party cannot cure any&PAGE& violation or threat of infringement upon notification of this and, if applicable, the end of the period of treatment of the covenant, the non-infringing party, will have the following rights and remedies, each of which will be independent of the other and several to be enforced, and all of them will be in addition to any other rights and remedies available to such party in accordance with the law or in equity (except as provided in Section 6.2): (a) Judicial Assistance. Each party acknowledges and agrees that the breach or threat of breach of any of such party's obligations under Article 2, Article 3 or Article 4, if possible, cause irreparable harm to the other party and its Affiliates, that the remedies of such party in the event of such a violation or threatening violation will be inadequate, and that, accordingly, in the event of such violation, a restrictive order or prohibition or both parties may be issued against the offender, in addition to, and not instead of any other right or remedy that may be available to the other party, without placing any bond or other form of security In connection with any such action or continuation of the judicial, each party he/she refuses to claim or defend that only the remedy is adequate and agrees, to the maximum extent permitted by law, to have each provision of this Section 6.1 specifically applied against, if it violates the party, and agrees to the imposition of a court order against, if it is a violation or deterrence of any violation or threat of breach of its obligations under this Agreement. (b) Accounting. The right and remedy require the infringing party to liability and payment of inviolable direct damages caused by the infringing party as a result of actions that are a violation defined in accordance with Section 5.2 of the obligations of such party in accordance with Article 2, Article 3 or Article 4, applicable 6.2 ELIMINATION OF LOSSES. (a) Liquidated losses of the publisher. The Parties acknowledge and agree that: (i) The Publisher would not have entered into an LLC Sales And Purchase Agreement and LLC II Sale Agreement if the CCC did not simultaneously agree to be bound by this Agreement and the Publishing Agreement, and that the implementation of the Criminal Code of this Agreement and the Publishing Agreement is a significant part of the benefit that the Publisher intends to realize when concluding the LLC Sale and Purchase Agreement and the LLC II Sale Agreement; (ii) the amount of damages (including direct, indirect and indirect) that the Publisher will incur as a result of the Material Default will be substantial and significant, and will likely include, among other things, significant lost profits and opportunities; and 11 (iii), since there are many variables that could affect the size of such losses, it would be impossible to quantify the amount of such &PAGE& losses at this time. Thus, for the purpose of reasoned approximation &PAGE& publisher arising from a Material Default that remains incurable after the relevant period of dispute resolution and treatment as provided for in Article 5 and to ensure the certainty of the parties in relation to such losses, each Party agrees that in the event of (i) a Material Default or (ii) any official waiver or rejection of this Agreement of the Criminal Code (unless the Qwest Party has the right to terminate this Agreement in accordance with the terms and conditions of this Agreement), the Publisher will be entitled to receive payment from the Criminal Code (LIQUIDATED LOSSES) for an amount equal to the following amount: (A) before the Second Closing or after termination of the Contract of Sale of LLC II, thirty percent (30%) closing prices set forth in the LLC Purchase and Sale Agreement (adjusted by any agreed adjustment after closure) for extinct amounts, if any, paid to the Publisher or on behalf of the CCC pursuant to Section 6.2(b); or (B) after the Second Closure, thirty percent (30%) the closing price of the purchase set forth in each of the LLC Sales Agreements and the LLC II Sales Agreement (each of which is adjusted by any agreed adjustment after closure) for the extinct aggregate amount, if any, paid to the Publisher or on behalf of the CCC pursuant to Section 6.2(b). (b) The service area eliminated losses by default. In order to reasonably approximation of probable damages to the Publisher, infringement of Section 2.2(b) or Material Default by one or more Qwest parties regarding a particular Service Area (the DEFAULT SERVICE AREA), each party agrees that in the event of a default service area, which remains incurable after the relevant period of dispute resolution and treatment, as provided for in Article 5, the Buyer's Parties will be entitled to receive payment from the Qwest Parties (each of which will be jointly and multiple times). THE DEFAULT SERVICE AREA ELIMINATED LOSSES) is equal to the following amount: the product(i) the share numerator of which is the population in the Service Area (s), reflected in the recently completed U.S. Census, and the denominator of which is the population in the publisher region, as reflected, times (ii) thirty percent (30%) (A) The closing price of the purchase set forth in the LLC Purchase and Sale Agreement (adjusted by any adjustment after closing pursuantly) if the Default Service Area occurs before or after the termination of the LLC II Purchase and Sale Agreement or (B) the closing price set forth in each of the LLC Purchase and Sale Agreement of LLC II (each of which is adjusted by any adjustment after closing therein) if the default service area occurs after the Second Close. (c) Additional confirmations. Each party acknowledges and agrees that: (i) as set forth in the and (b) higher, higher, Liquidated publisher damages and elimination of default damages are intended for a reasonable measure of expected probable damage caused, respectively, by material default and typical service area; 12 &PAGE&(ii) the parties acknowledge that damages incurred by the Publisher (including actual, direct, indirect, indirect, special and other losses) may exceed or be less than the amount of liquidated losses of the Publisher or liquidated default losses, if possible; (iii) neither the Loss Liquidable Publisher nor the default liquidation service area is a punishment of any kind; and (iv) The publisher of the elimination of losses and the service area by default liquidated losses were agreed at the distance of arms between the parties of equal bargaining power, both of which were represented by a competent lawyer. (d) Waiver. The Criminal Code he/she refuses, to the extent permitted by applicable law, any protection regarding reality, respectively, the Publisher has eliminated losses and the default service area eliminated losses in this Agreement and the Publishing Agreement on the grounds that such Publisher has eliminated losses or the default service area liquidated losses are invalid as penalties (e) instead of actual losses. Each party agrees that the Publisher has eliminated losses, and the eliminated default losses will be indirect, indirect, special or other losses for, respectively, by default and default for the Material Zone and the Service Area and foreclosure of such Publishers liquidated losses or service areas by default eliminated losses, if possible, is the sole remedy of the Publisher in the case of default or default in the service area and, subject to implementation, is the choice to terminate this Agreement as a whole (in connection with the elimination of damages to the Publisher) or with regard to the relevant Service Area (in connection with the liquidation zone). (f) Instead of liquidated losses under the publishing agreement. The Parties agree that the Publisher has eliminated the losses and service areas By default, the liquidated losses provided for in this Agreement may be carried out by the Publisher only instead of instead of in addition to the provisions on liquidated losses contained in the Publishing Agreement, and that such remedies are not exclusive and cumulative with each other. Under no circumstances will the Publisher be entitled to the publisher's liquidated damages or elimination of default damages, in accordance with this Agreement and the Publication Agreement, publishers will not be entitled to receive damages from the publisher liquidated more than once. (g) Ensuring legality. Notwithstanding the above (d), if&PAGE& any part of this Section 6.2 is deemed impossible for any reason, it will be adjusted rather than recognized if possible, in order to achieve the intention of the All other provisions of this Section 6.2 will be deemed valid and as possible. Furthermore, if this Section is deemed to be unsecured, QC acknowledges that the Publisher has in no way waived the right or claim for damages caused by Material Default or Default in The Service Industry if possible; however, provided that the Publisher will not be entitled to incur losses in the aggregate exceeding the Publisher's liquidated losses or elimination of default damages, if possible, to which the publisher would be entitled if the provisions of this Section 6.2 were fully implemented. 6.3. TERM AND TERMINATION. (a) This Agreement will be valid forty (40) years from the date of entry into force, unless previously terminated in whole or in part as provided for in this Agreement. 13 &PAGE&(b) If the Publishing Agreement terminates in accordance with its terms, either party may immediately terminate this Agreement. (c) If there is a Limited Activities Condition (as defined in the Publication Agreement) or if there is a transfer or transfer of this Agreement, as provided for in Section 7.6, which, if the terms of Section 6.2(d) of the Publishing Agreement (at the time of transfer or at any time thereafter, have been applied to it, and with the exception of its last sentence), would be limited by default activities within any service area(s) that remains incurable after the relevant period of dispute resolution and treatment as provided for in Article 5, any Qwest Party may terminate the Qwest Party's restrictions in Article 2 and Article 4 in relation to all or part of such affected Service Areas(s). Nevertheless, if the Person providing telecommunication services (as defined in the Publishing Agreement) for which the Default of limited activities is triggered is not a Substantial Competitor of the Criminal Code (which for this purpose a Substantial competitor will mean that such Person has a market share to provide services on business telecommunications twenty percent (20%) or more in the region or relevant service areas), restrictions in Articles 2 and Article 4 will continue to apply in relation to Products of the Catalog visibly identified with the Qwest brand (or any brand associated with lec). 6.4 RECOGNITION. The Parties expressly agree that the duration, scope and geographic scope of the restrictions set forth in Articles 2, Article 3 and Article 4 are justified. Each of the parties acknowledges and agrees that the aforementioned &PAGE& pacts and restrictions are necessary, fundamental and necessary to protect their respective business, that such covenants and restrictions relate to issues of particular, unique and extraordinary value, and that the parties will not enter into an LLC Purchase and Sale Agreement, LLC II Purchase and Sale Agreement or agreements stipulated in this way without provided for in this Agreement. 6.5 ENFORCEMENT. Covenants set forth in Articles 2, Article 3, and Article 4 will be cons interpreted as separate and separate covenants per jurisdiction. If any provision or covenant in this Agreement is more restrictive than permitted by the law of any jurisdiction in which either party seeks to enforce this Agreement, such provision will be limited to the extent necessary to enforce such laws. If in any proceedings a court or arbitral panel refuses to fulfill any of the individual covenants contained in this contract, such an unfulfilled covenant shall be deemed excluded from this Agreement for the purpose of these proceedings to the extent necessary to ensure the fulfillment of the remaining individual covenants. If the provisions of this Agreement are ever deemed to exceed the duration, geographic limitations, or scope permitted by applicable law, such provisions will be reformed to the maximum time or geographical restrictions in the area, as may be permitted by applicable law. ARTICLE 7 IS DIFFERENT PRIVACY 7.1. Each of the Qwest Parties and the Buyer's Parties agrees that all non-public, confidential information received from the other party is deemed obtained in accordance with the Confidentiality Agreement and that each party will and will force its representatives (as defined in the Privacy Agreement) to comply with the provisions of the Privacy Agreement 14 with respect to such information, and the provisions of the Confidentiality Agreement are included in this link with the same effect, which, if it is fully &PAGE& set forth in this Agreement. The obligations contained in this section 7.1 will survive the termination or expiration of this Agreement for one (1) year. 7.2 FURTHER ASSURANCES. Each party will take other actions such as any other party may reasonably demand, if necessary, or necessary to consume or carry out transactions provided for in this Agreement or for evidence of such events or matters. 7.3 NO AGENCY. Nothing in this Agreement and any action or omission by either party will be deemed or cons attained as an agency relationship between the parties. Each party acts independently of the other, and neither party has the authority to act on behalf of or oblige the other party. 7.4 GOVERNING LAWS; COMPLIANCE WITH THE LAW. This Agreement and the legal relationship between the parties will be governed by and considered in accordance with New York state laws applicable to contracts concluded and executed in such a state and without regard to the doctrines of conflict of law, unless certain issues arise from federal law. 7.5. MAKING CHANGES; Failure. Except as expressly provided for in this Agreement, this Agreement and any Exhibit added may be amended only with the consent of all parties. No waiver of any provision and consent to except for the terms of this Agreement, shall enter into force only in writing and are not signed by all parties, and then only for the specific purpose, scope and copy provided in this way. No waiver by either party of exercise or delay in exercising any right under this Program will be deemed to be a waiver of them, and does not preclude any individual or partial exercise that precludes any further or other exercise of such or any other right. 7.6 NO DESTINATION. Neither this Agreement nor any rights or obligations under this Agreement are subject to revaluation by one party without the prior written consent of the other party; provided, however, that: (i) any party may transfer this Agreement by written notice to the other party to any of its Affiliates without the consent of the other party, if the party granting the right of ownership is obliged to agree in writing to this Agreement and the assigning party remains responsible for its obligations under this Agreement; (ii) The change of control of either party shall not be deemed to be the performance of this Agreement, provided that the relevant party no longer has direct obligations as a party to this Agreement (for example, since the Change of Control is the sale or transfer of assets or is the result of a transaction on the basis of which the successor who survives or acquires a business entity automatically does not succeed in the obligations of such party by law), the successor that survives or enters into force is obliged to agree in writing (whether as part of an acquisition agreement that provides that the other party is the beneficiary of a third party or in a separate agreement) to assume this Agreement on substantially similar terms as it is then and (iii) the Publisher may transfer this Primary Directory Agreement with regard to a specific Service Area to any person (other than the Affiliated Person of the Publisher) upon written notice of the Criminal Code of Ukraine, if the Publisher requires the acquiring person to agree in writing (whether as part of an acquisition agreement with the Publisher, which provides that QC is a third-party beneficiary or in a separate agreement) to assume this Agreement to the extent of the relevant Service Area (i.e. that all references to the publisher's region mean the relevant Service Area, and the Publisher will not have any rights or obligations under this Agreement with regard to such Service Areas. 15 &PAGE& 7.7 NOTICE. . requirements and other notices to be provided or delivered within or due to the provisions of this Agreement will be provided in writing and shall be deemed to be provided: (i) immediately upon personal delivery; (ii) upon receipt by mail of the first class of the request for a refund; (iii) a day after being sent by federal express or other overnight delivery service; or (iv) upon receipt recognition electronically or otherwise if sent faxly, telecopy or other electronic transmission device. requests and notices to the other party, unless other address is specified by such party in writing, be sent to the address listed below: If the buyer of the parties is addressed to: Dex Media East LLC 198 Inverness Drive West, Eighth floor Englewood, Colorado Attention: Chief Executive Fax: (303) 784-1964 and Dex Holdings LLC c/o Carlyle Group 520 Madison Avenue 41 floor New York, New York 1002 Junior Fax: (212) 381-4901 With a copy (which will not be reported). Wales, Carson Stowe 320 Park Avenue Suite 2500 New York, New York 100 22 Attention: Anthony J. de Nicola Fax: (212) 893-9548 and Latham & Watkins 885 Third Avenue Suite 1000 New York, New York 10022 Attention : R. Ronald Hopkinson, Esq. Fax: (212) 751-4864 16 If &PAGE& to Qwest parties Addressed: Qwest Corporation 1801 California Street Denver, Colorado 80202 Attention: General Counsel Fax: (303) 296-5974 and Qwest Communications International Inc. 1801 California Colorado 80202 Attention: General Counsel Fax: (303) 296-5974 With a copy (which will not be noticed). O'Melveny & Myers LLP 1999 Avenue of Stars, Suite 700 Los Angeles, California 90067 Attention: Stephen L. Grossman, Esq. Fax: (310) 246-6779 7.8 COMPLETE DEAL. This Agreement, including any Exhibits attached therein and commercial agreements (as defined in the LLC Purchase and Sale Agreement), constitutes the full agreement between the parties relating to the subject matter of this Agreement and removes all prior agreements and understanding of the parties in this regard. 7.9 VIABILITY. If any provision of this Agreement for any reason is deemed to be non-enforceable, it will be adjusted rather than declared invalid, if possible, to achieve the intention of the parties. All other provisions of this Agreement will be deemed valid and as possible. 7.10 HEADLINES. The descriptive titles of the articles, sections and subdivisions of this Agreement are for convenience only and are not part of this Agreement. 7.11 ANALOGUES. This Agreement and any amendment to this Agreement or any other agreement supplied under this Agreement may be executed in one or more counterparties and by different parties in separate analogues. All counterparties will make the same agreement and come into force when one or more counterparties are signed by each party and delivered to the other party. 17 &PAGE& 7.12 SUCCESSORS AND SUCCESSORS; NO THIRD BENEFICIARIES. This Agreement is binding and will be bound for the benefit of each party and their respective successors or successors, and nothing in this Agreement, expressly or implicitly, is intended to grant any other Person or government agency any rights or remedies of any nature under this Agreement or for the cause of this Agreement. 7.13 REPRESENTATION BY AN ADVOCATE, &PAGE&&PAGE&The parties acknowledge that it was represented by a lawyer in connection with this Agreement. Accordingly, any rule of law or any legal decision that will require the interpretation of any declared ambiguities in this Agreement against the party that has its claim has no application and expressly refuses. The provisions of this Agreement will be interpreted reasonably to fulfill the intentions of the parties. [PAGE BALANCE DELIBERATELY LEFT BLANK] 18 IN WITNESS WHEREOF, each party to this Agreement has resulted in this Agreement being executed by properly authorized persons as of &PAGE& on the day and year of the first one above. QWEST CORPORATION By: /s/ Yash A. ----- Name: Yash A. Rana Name: Vice President QWEST COMMUNICATIONS INTERNATIONAL INC. By: /s/ Yash A. ----- Name: Yash A. Rana Name: Vice Resident QWEST DEX, INC. By: /s/ George Burnett ----- Name: George Burnett Name: President of SGN LLC By: Qwest Dex, Inc., its only member By: /s/ George Burnett ----- Name: George Burnett Name: President of GPP LLC By: Qwest Dex, Inc., its only member By: /s/ George Burnett ----- Name: George Burnett Name: President of DEX HOLDINGS LLC By: /s/ James A. Attwood Jr. ----- Name: James A. Attwood Jr. &PAGE

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