

**FOURTEENTH AMENDMENT TO THE
VERIZON MANAGEMENT PENSION PLAN**

This Amendment made this 22ND day of December, 2006

WHEREAS, the Verizon Corporate Services Group Inc. maintains the Verizon Management Pension Plan as amended and restated effective January 1, 2002 (the "Plan");

WHEREAS, pursuant to Section 11.2 of the Plan, the most senior human resources officer of Verizon Communications Inc. ("Verizon") has the authority to amend the Plan;

WHEREAS, it is necessary to amend the Plan (i) to reflect the transfer of benefit obligations for certain participants to the qualified defined benefit pension plan maintained by Idearc Inc. for its management employees, (ii) to clarify benefit rights for participants described in (i) who return to Verizon or an affiliate in the future, and (iii) to comply with final Treasury Regulations with respect to required minimum distributions;

NOW, THEREFORE, the Plan is hereby amended as set forth on the Attachment to this Amendment and the senior ERISA attorney of Verizon is hereby authorized to prepare and execute a restatement of the Plan, to include all Plan amendments adopted to date and any additional amendments or clarifications that the senior ERISA attorney may determine are appropriate to maintain the Plan in compliance with applicable law.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

Verizon Communications Inc.

By:



Marc C. Reed

Executive Vice President -- Human Resources

**ATTACHMENT TO FOURTEENTH AMENDMENT TO THE
VERIZON MANAGEMENT PENSION PLAN**

1. Section 6A.1(e) is hereby clarified as set forth below:

(e) Offsets for Benefits Under Other Pension Plans.

(i) The amounts determined under subsections (a) through (d), above, shall be reduced by:

(A) the amount (if any) payable from any Other Pension Plan; and

(B) the amount required to be paid by the Company or another Affiliate pursuant to any foreign law or regulation on account of termination or separation from employment, expressed in United States currency.

(ii) For purposes of paragraph (i)(A), above, the amount (if any) payable from any Other Pension Plan shall be the amount of a benefit payable in the form of a single life annuity (or other form of payment elected under the Plan) commencing on the participant's or Beneficiary's actual or assumed Pension Commencement Date that is the actuarial equivalent of the same or similar benefit payable commencing on the same date under the Other Pension Plan. For this purpose, actuarial equivalence shall be determined based on an interest rate of 7 percent per annum and the TPF&C 1971 Forecast Mortality Table for Males (with ages set back 2 years in the case of Employees and 4 years in the case of Spouses and Beneficiaries), except that (I) the actuarial assumptions described in Attachment 1 to Exhibit A shall be applied in the event payment of Plan benefits is to be made in the form of a lump sum and (II) if the Other Pension Plan benefit is a benefit that was transferred from the Plan to the plan of a successor employer in connection with a divestiture or to an Interchange Company Pension Plan pursuant to the mandatory portability rules, consistent with Sections 11.3 and 13.3(c), respectively, the offset for a traditional annuity benefit shall be applied based on the benefits payable under the Plan and the Other Pension Plan at Normal Retirement Date and any Cash Balance Account under this Plan for the period preceding the transfer shall be zero at all times following the transfer of benefits to the Other Pension Plan.

(iii) The reduction required pursuant to paragraph (i)(B) above shall be applied directly against the amounts otherwise payable under the Plan; and in the case of a participant whose Pension Commencement Date occurs after the date of any payment described in paragraph (i)(B), the amount of the reduction shall be adjusted to an amount equal to the amount of the payment described in paragraph (i)(B), compounded at an interest rate of 7% per annum from the time of payment until such amount has been completely offset against the participant's pension payments.

2. Section 7.7 of the Plan is hereby amended in its entirety to read as set forth below:

7.7 Minimum Distributions Required Under Code Section 401(a)(9). The following subsections limit the timing of Pension distributions. The rules described in this Section 7.7, which are intended to reflect the requirements of final Treasury Regulations under Code section 401(a)(9), shall apply for calendar years beginning on or after January 1, 2003, and shall take precedence over any inconsistent provision of the Plan; provided, however, that a distribution in calendar year 2003, 2004, or 2005 which does not satisfy all of the requirements of this Section 7.7 or final Treasury Regulations but is otherwise based on a reasonable good faith interpretation of the provisions of Code section 401(a)(9) shall not constitute a failure to operate the Plan in accordance with its terms or Code section 401(a)(9) and Treasury Regulations thereunder.

(a) Except to the extent a participant's Pension is required to commence earlier under any other applicable provision of the Plan, a participant's Pension shall be distributed or commence not later than the participant's Required Starting Date.

(b) Unless the participant's Pension is distributed in the form of a lump sum on or before the participant's Required Starting Date, distribution shall be made to the participant in any annuity form of payment set forth in Section 6A.5 or 6A.6 (other than in a lump sum), subject to the following restrictions (in addition to any restrictions otherwise set forth in Section 6A.5 or 6A.6):

(i) Annuity payments shall be made at uniform intervals not longer than one year and shall be nonincreasing or increase only as permitted under Q&A-14 of Treas. Reg. § 1.401(a)(9)-6.

(ii) Annuity payments must commence to the participant on or before the date described in subsection (a), above. The first payment, which must be made on or before the participant's Required Starting Date, must be the payment that is required for one payment interval. All benefits accrued as of the last day of the first distribution calendar year (i.e., the calendar year immediately preceding the calendar year containing the participant's Required Starting Date) must be included in the amount of any annuity payments for payment intervals ending on or after the participant's Required Starting Date.

(iii) Annuity payments may be for the participant's life or for the joint lives of the participant and a designated beneficiary or for a period certain that does not exceed the period described in (A), below.

(A) Payments may be made for a period certain or in the form of an annuity for the participant's life with a period certain provided that: (a) the period certain for any distribution with a Pension Commencement Date that occurs during or after the calendar year containing the participant's 70th birthday does not exceed the applicable distribution period for the participant, determined in accordance with the Uniform Lifetime Table in Q&A-2 of Treas. Reg. § 1.401(a)(9)-9, for the calendar year that contains the Pension Commencement Date and (b) the period certain for any distribution with a Pension Commencement Date that occurs during a calendar year before the year containing the participant's 70th birthday does not exceed the distribution period for age 70, determined using the Table described in (a), plus the excess of 70 over the age of the participant as of the participant's birthday in the calendar year that contains the Pension Commencement Date. Notwithstanding the foregoing, if the period certain form of payment does not include a life annuity and the participant's sole beneficiary is his spouse, the period certain may not exceed the longer of the participant's applicable distribution period described in the preceding sentence or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the table set forth in Q&A-3 of Treas. Reg. § 1.401(a)(9)-9, using the participant's and spouse's attained ages as of their birthdays in the calendar year that contains the Pension Commencement Date.

(B) If payments to the participant are made in the form of a joint and survivor annuity for the life of the participant and a designated beneficiary, and the participant has named a beneficiary other than his spouse, annuity payments to be made to the beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant, with the applicable percentage determined using: (a) for Pension Commencement Dates occurring before January 1, 2006, the table set forth in Q&A-6 of Proposed Treas. Reg. § 1.401(a)(9)-2, and (b) for Pension Commencement Dates occurring on or after January 1, 2006, the table set forth in Q&A-2 of Treas. Reg. § 1.401(a)(9)-6 based on the adjusted employee/beneficiary age difference (as determined under Q&A-2(c)(1)). If a form of payment combines a joint and survivor annuity for the joint lives of the participant and a non-spouse beneficiary and a period certain, the requirement in this paragraph (B) shall apply to payments to be made to the designated beneficiary after the period certain expires.

(C) Once annuity payments have started, the period over which payments are made may not be changed, except as permitted under Q&A-13 of Treas. Reg. § 1.401(a)(9)-6.

(D) If a participant dies on or after his Pension Commencement Date, any benefit payable under the Plan after his death shall be distributed at least as rapidly as benefits were distributed under the method of distribution being used as of the date of the participant's death.

(c) Any additional benefits accruing to a participant in a calendar year after the first distribution calendar year shall be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues, in accordance with Q&A-5 of Treas. Reg. § 1.401(a)(9)-6.

(d) If a participant dies before his Pension Commencement Date and:

(i) The participant has no designated beneficiary as of September 30 of the calendar year following the calendar year of the participant's death, the death benefit (if any) payable under the terms of the Plan following his death shall be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(ii) The participant's designated beneficiary for purposes of the Pre-Retirement Death Benefit described in Section 6A.4 or any other death benefit payable pursuant to the terms of the Plan following the participant's death is a person other than or in addition to the participant's spouse, distribution to such beneficiary or beneficiaries shall commence in the form of a lump sum or an annuity for the life of the beneficiary (if an individual) as prescribed by Section 6A.4 or any other applicable provision of the Plan; provided, however, that in no event shall distribution commence later than December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) The participant's sole designated beneficiary for purposes of the Pre-Retirement Death Benefit described in Section 6A.4, the Spouse's Pension described in Section 6.4, or any other death benefit payable pursuant to the terms of the Plan following the participant's death is the participant's spouse, distribution to the spouse shall commence in the form of a lump sum or an annuity for the life of the spouse as prescribed by Section 6A.4, 6.4, or any other applicable provision of the Plan; provided, however, that in no event shall distribution commence later than December 31 of the calendar year immediately following the calendar year in which the participant died, or December 31 of the calendar year in which the participant would have attained age 70-1/2, if later. If the spouse dies before distribution commences to the spouse, paragraphs (i) and (ii) of this subsection (d) shall apply as if the spouse were the participant.

Annuity payments for the life of a participant's spouse or individual beneficiary under Section 6A.4, 6.4, or any other applicable provision of the Plan shall be made at uniform intervals not longer than one year and shall be nonincreasing or increase only as permitted under Q&A-14 of Treas. Reg. § 1.401(a)(9)-6.

(e) This Section 7.7 shall apply notwithstanding any other provision of the Plan. The sole purpose of this Section 7.7 is to limit the manner in which the benefit payments may be made in accordance with section 401(a)(9) of the Code. This Section 7.7 does not confer any rights or benefits upon any participant, Spouse, Beneficiary, or any other person.

(f) This Section 7.7 shall not apply to any method of distribution designated in writing by a participant under the terms of the Plan or the Former Bell Atlantic Plan before January 1, 1984, in

accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 (as in effect before the amendments made by the Tax Reform Act of 1984).

(g) Any participant who does not elect a form of distribution before his distribution is required to commence under this Section 7.7 shall receive the distribution in the automatic form provided for under Section 6A.5(a).

(h) In accordance with the rules described in this Section 7.7, the following provisions shall apply to participants who reach age 70-1/2 in 2001 or later while employed by an Affiliate:

(i) Pension Commencement Date. Distribution of the Pension of a participant described in this subsection (h) shall begin with a Pension Commencement Date no later than January 1 of the calendar year following the calendar year in which the participant attains age 70-1/2, or acquires a nonforfeitable right to a Pension, if later, and the balance of the participant's Cash Balance Account, if any, shall be set to zero as of such Pension Commencement Date.

(ii) Form of Payment. A participant may elect to have payment made in any payment form available to the participant under Section 6A.5 or 6A.6 as of his Pension Commencement Date. If the participant fails to elect to receive payment in a particular payment form in accordance with the election procedures described in Section 6A.5, the participant shall receive distribution in the automatic form provided for under Section 6A.5(a).

(iii) Amount of Payment and Adjustment for Additional Accruals. The benefit paid to the participant as of the Pension Commencement Date described in paragraph (i) shall be determined based on the participant's Accrued Benefit under the Plan (or the Former Bell Atlantic Plan) as of the December 31 immediately prior to such Pension Commencement Date. If, as of any subsequent January 1, the participant is still an employee of an Affiliate, the Plan administrator shall commence a distribution, as of such January 1, of any additional amounts accrued by the participant after the preceding January 1, in the same optional payment form applicable to prior distributions. An adjustment similar to that described in the preceding sentence shall be made as of the day following the participant's termination of employment with all Affiliates.

3. Effective November 17, 2006, the following new Schedule XLV is hereby added to the Plan:

SCHEDULE XLV

SPECIAL PROVISIONS FOR PARTICIPANTS WHOSE BENEFITS WERE TRANSFERRED TO AN IDEARC INC. PENSION PLAN

A. For each former Employee who:

(1) on November 1, 2006 or the date on which the shares of Idearc Inc. were spun-off to the shareholders of Verizon Communications Inc. (the "spin-off date"), was employed by Idearc Inc. or an entity that after the spin-off date is an "Affiliate" as defined in Article II with respect to Idearc Inc., or

(2) is not described in (1), but whose last employment with an Affiliate before the spin-off date has been determined by the Committee to have been with Idearc Inc., an entity that after the spin-off date is an "Affiliate" as defined in Article II with respect to Idearc Inc., or a predecessor of either and:

(a) had an accrued benefit under the Plan that had been fully cashed-out before the spin-off date, or

(b) had an accrued benefit under the Plan as of the spin-off date which he was eligible to receive as a retirement or early retirement pension (i.e., other than as a deferred vested pension) and which had not previously been paid in full (whether or not payments had begun to the individual or his beneficiary),

assets and liabilities for benefit obligations under the Plan, if any, for employment before the spin-off date, including any related Net Credited Service and Pension Accrual Service and any right to restoration of such service following a break in employment, cash-out, forfeiture, or otherwise under any provision of the Plan, shall be transferred from the Plan to the Idearc Pension Plan for Management Employees (the "Idearc Plan"). As a result, except as provided in the paragraph below, former Employees described in the immediately preceding sentence shall cease to be eligible for a Pension or any other benefit from the Plan based on employment before the spin-off date.

Notwithstanding the foregoing, if on or after November 1, 2006, and before the spin-off date, a former Employee described in paragraph (1), above, either (I) transfers to a position as an employee of an Affiliate that is not described in paragraph (1) and is a cosponsor of the Plan, or (II) terminates employment with the Company and all Affiliates at a time when he is eligible for a deferred vested pension, but not a retirement or early retirement pension, assets and liabilities for benefit obligations for the former Employee shall be transferred from the Idearc Plan to the Plan and payment of such benefit shall again become the responsibility of the Plan.

B. If a former Employee for whom benefit obligations are transferred to and remain in the Idearc Plan under paragraph A, above, is rehired by the Company or an Affiliate after the spin-off date:

(1) in a position other than as an Employee, except to the extent the mandatory portability rules described in Section 13.3 apply, he shall continue to be ineligible for benefits based on employment before the spin-off date and shall not be entitled to any benefits under the Plan as a result of such rehire.

(2) in a position as an Employee, his eligibility for and the amount of any benefits under the Plan shall be determined by the provisions of the Plan (including the mandatory portability rules, if applicable) as in effect on and after his rehire date, subject to reduction in accordance with such provisions for the benefit previously transferred to the Idearc Plan.