

**AMENDMENT TO THE
2009 VERIZON MANAGEMENT PENSION PLAN**

This Amendment made this 17th day of October, 2012

WHEREAS, the Verizon Corporate Services Group Inc. (the "Company") and certain affiliates maintain the Verizon Management Pension Plan, which was most recently restated at the end of 2009 (the "Plan");

WHEREAS, pursuant to a resolution adopted October 17, 2012, the board of directors of Verizon Communications Inc. ("Verizon") authorized and directed the undersigned to adopt this Amendment to the Plan;

NOW, THEREFORE, the Plan is hereby amended as set forth on the Attachment to this Amendment.

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 and Chief Administrative
Officer

**ATTACHMENT TO AMENDMENT TO THE
2009 VERIZON MANAGEMENT PENSION PLAN**

1. Effective December 7, 2012, section 8.3 is amended to read as follows:

8.3 Insurance Arrangements.

(a) Each arrangement with an insurance company shall be established and maintained pursuant to a written contract or policy between the Company and an insurance company qualified to do business in a State, which shall contain such provisions as the Company shall determine, except as otherwise provided in subsection (b) of this Section 8.3.

(b) On or before December 31, 2012 (or as soon as practicable thereafter), the Pension Fund shall purchase one or more annuity contracts pursuant to the following provisions:

(i) The annuity contract shall fully guarantee and pay each pension benefit earned by a "Designated Participant." For purposes of this Section 8.3, a "Designated Participant" is a Plan participant who satisfies the following conditions: (1) the participant's entire benefit under the Plan is calculated and paid exclusively under the terms of one or more the following components of the Plan: the Verizon Management Pension Plan, the GTE Overseas Corporation Plan for Employees' Pensions, the Verizon Telephone Operations Salaried Pension Plan, and the Verizon Salaried Employees Retirement System of GTE Hawaiian Telephone Company Incorporated; (2) the participant did not earn any benefit under the Plan as a union-represented employee pursuant to the terms of a collective bargaining agreement; (3) the participant did not earn any benefit under the Plan as a non-represented hourly employee during a period in which the participant's benefit was based on the terms of a collective bargaining agreement for similarly-situated represented employees; (4) the annuity starting date or annuity starting dates for the participant's entire pension benefit under the Plan (whether paid to the participant or to his beneficiary, survivor, or alternate payee) occurred before January 1, 2010; and (5) as of the date of the annuity purchase, the participant's entire pension benefit under the Plan is being paid (whether to the participant or to his beneficiary, survivor, or alternate payee) in the form of an annuity (including the term certain portion of a life and term certain annuity). For purposes of clauses (1) through (5), above, the following benefits are disregarded: (a) any benefit earned under the Plan by the Designated Participant for which the Plan has no liability immediately before the annuity purchase; and (b) any benefit for which, under circumstances specified under the terms of the Plan, annuity payments cease and a new benefit form may be selected by the participant (including disability pension benefits being paid prior to normal retirement age). Furthermore,

the appropriate officers of Verizon may, on behalf of the sponsor of the Plan, make de minimis changes to the list of "Designated Participants" for administrative purposes, and the final list of Designated Participants (or, where applicable, their beneficiaries, survivors, and alternate payees) shall be the list of individuals designated as "Annuitants" and "Contingent Annuitants" (identified by identification number and birthdate) that is included as an exhibit to the annuity contract or contracts that the Plan purchases.

(ii) The annuity contract shall provide for the continued payment of the Designated Participant's pension benefit (whether paid to the Designated Participant or his beneficiary, survivor or alternate payee), in the same form that was in effect under the Plan immediately before the annuity purchase, including any beneficiary designation, survivor benefit, and qualified domestic relations order.

(iii) Verizon Investment Management Corp., acting as a named fiduciary of the Plan, shall select the annuity provider (or providers) and determine the terms of the annuity contract (or contracts), or, in its discretion, shall retain an independent fiduciary to discharge all or any portion of these duties. A certificate under the annuity contract (or contracts) shall be issued to each such participant, beneficiary, or alternate payee on, or as soon as practicable after, the date of the annuity purchase, except where delivery is impracticable, for example because an individual cannot, using reasonable efforts, be located. The terms of the annuity contract shall provide that the benefits are legally enforceable by the sole choice of the individual against the insurance company issuing the contract.

(iv) After the annuity purchase described in this Section 8.3(b), the Plan shall have no further obligation to make any payment with respect to any pension benefit of a Designated Participant, including with respect to any survivor, alternate payee, beneficiary, or other person claiming by or through the Designated Participant.

(v) The Chief Executive Officer of Verizon is authorized to amend this Section 8.3(b).