

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

-----

This Contract is made by and between the **AMERICAN SAMOA TELECOMMUNICATIONS AUTHORITY** (hereinafter "ASTCA"), and **PAGOPAGO, INC.** (hereinafter "CONTRACTOR"), P. O. Box 4018, Pago Pago, AS, 96799. The parties agree as follows:

### **1. TERM OF CONTRACT**

This Contract shall take effect on the date upon which the last authorized signatory signs this Contract ("Effective Date"). This Contract shall be in full force and effect for a period of four (4) years from the Effective Date, or the completion of the 2005 Telephone Directory, whichever is sooner.

### **2. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall faithfully and competently perform the duties set out in the Scope of Work, attached hereto as Attachment "A", and by this reference made a part hereof.

CONTRACTOR shall commence performance for each Telephone Directory upon the date stated in the applicable Notice To Proceed, and shall complete said performance no later than the deadline stated in the applicable Notice To Proceed.

In the event that CONTRACTOR shall fail to complete the work by each stated deadline, or any other extended time limits mutually agreed upon by the parties, CONTRACTOR agrees that liquidated damages shall be paid at the rate of \$100.00 per day, but in no event shall such damages exceed \$5,000.00. Sundays and legal holidays shall be excluded in determining days in default. (American Samoa Flag Day, April 17, and Manu'a Flag Day, July 16 are legal holidays in American Samoa in addition to all U.S. legal holidays.)

### **3. RESPONSIBILITIES OF ASTCA**

ASTCA shall issue a Notice To Proceed to CONTRACTOR, stating the commencement date and the completion date for each Telephone Directory. Each Notice To Proceed shall be issued no later than one hundred eighty (180) days before the completion date specified in the

Notice To Proceed.

A preliminary draft of the Information Pages, White Pages, Cellular Subscribers, and Government sections of each Telephone Directory shall be submitted to CONTRACTOR no later than ninety (90) days before the completion date specified in the applicable Notice To Proceed. The preliminary draft must contain at least 95% of the listings for these sections, and the content and form of the listings must be at least 95% accurate.

ASTCA will provide all the listings for each Telephone Directory, and said listings must be formatted as they are to appear in each Telephone Directory. Bold listings will be the basis for inclusion in the Yellow Pages section.

In the event that the listings of a Telephone Directory will exceed the number of listings in the 2001 Telephone Directory, such that an additional *signature* (i.e. 16 pages) is required, ASTCA shall inform CONTRACTOR of the additional *signature(s)* no later than ninety (90) days before the completion date specified in the applicable Notice To Proceed.

A final draft of the Information Pages, White Pages, Cellular Subscribers, and Government sections of each Telephone Directory shall be submitted to CONTRACTOR no later than forty-five (45) days before the completion date specified in the applicable Notice To Proceed. ASTCA is responsible for the accuracy of the final listings in each Telephone Directory.

#### **4. CONSIDERATION TO CONTRACTOR**

In lieu of any type of compensation (including, but not limited to, per diem, transportation or other fees or charges) to CONTRACTOR during the term of this Contract, the consideration furnished CONTRACTOR by ASTCA is as follows:

(A) ***Sale of Advertisement.*** All proceeds generated from the sale and production of Yellow Pages advertisements in each Telephone Directory shall be retained by CONTRACTOR.

(B) ***Exclusive use of Yellow Page content on Internet.*** CONTRACTOR shall have exclusive use of the Yellow Page content of each Telephone Directory on a web site on the Internet, pursuant to the URL specified in Attachment "A".

## **5. CONTRACT ADMINISTRATION**

This Contract shall be administered by the Customer Service Manager of ASTCA, who is hereby designated the Contract Administrator for this Contract. The Contract Administrator will be responsible for the day-to-day management of the Contract, and for providing information about ASTCA's operations which are relevant for CONTRACTOR's completion of the tasks described in Attachment "A".

## **6. ASSIGNMENT**

CONTRACTOR shall neither assign nor subcontract any portion of this Contract without the prior written consent and approval of ASTCA. Furthermore, no assignment of any monies due hereunder to CONTRACTOR, either voluntarily or by operation of law, shall be valid without the prior written consent of ASTCA. It is expressly understood and agreed that such consent, which shall not be unreasonably withheld, will be wholly within the discretion of ASTCA and will be granted only in exceptional cases.

## **7. AMENDMENTS IN WRITING**

This Contract may be amended or modified, at any time during the term hereof, with or without additional consideration, provided that any modification or amendment or other variation of this Contract shall not be valid unless it is reduced to writing and signed by both ASTCA and CONTRACTOR.

## **8. INDEPENDENT CONTRACTOR STATUS**

The relationship between the parties hereto shall in no event be deemed or construed to be that of employer and employee or of principal and agent, or of any other relationship other than that of an independent contractor engaged to perform the services specified herein.

## **9. TERMINATION**

(A) ***Termination For Cause.*** ASTCA may discharge the CONTRACTOR and terminate this Contract at anytime by written notice if it determines that it has sufficient cause arising from

CONTRACTOR's dereliction or unsatisfactory performance of duty, or failure to perform in accordance with each and every requirement of this Contract and the attached Attachment "A", or for misrepresentation by the CONTRACTOR, or conviction of the CONTRACTOR of any felony. If the services of the CONTRACTOR are terminated for cause prior to completion of the above-specified duties, ASTCA may require reimbursement of all payments for advertisements made by Yellow Pages subscribers, and may require delivery of any partially completed work. In the event that ASTCA has benefitted by the services rendered, ASTCA shall be liable only for an equitable price for the portion of work completed, and any monies paid to the CONTRACTOR in excess thereof shall be promptly repaid to ASTCA. In addition, CONTRACTOR shall defend, indemnify and hold ASTCA harmless from any and all complaints, causes of action, or other claims brought against ASTCA as a result of a termination for cause.

(B) **Termination For Default.** If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in each applicable Notice To Proceed, or any extension thereof, or otherwise fails to timely satisfy any Contract provision, or commits any other substantial breach of this Contract, the Executive Director may notify the CONTRACTOR in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing, the Executive Director may terminate the CONTRACTOR's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director may procure similar supplies or services in a manner and upon terms deemed appropriate by the Executive Director. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Contract and subject to any directions from the Executive Director, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which ASTCA has an interest.

Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Executive Director. In the event that ASTCA has benefitted

by the services rendered, ASTCA shall be liable only for an equitable price for the portion of work completed.

10. **PROPRIETARY INFORMATION**

All information furnished by ASTCA to CONTRACTOR in connection with this Contract which is identified as proprietary information will be safeguarded by CONTRACTOR to the same extent as ASTCA safeguards such information. CONTRACTOR shall have no responsibility for any disclosure of information which is publicly available, or is lawfully obtained by CONTRACTOR from third parties.

ASTCA acknowledges that CONTRACTOR may utilize and share proprietary information of its own with ASTCA. ASTCA agrees not to disclose any such information to any third parties without prior written consent of CONTRACTOR.

11. **INDEMNITY**

Each party shall indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims and demands whatsoever, including cost and attorneys' fees, resulting from such party's negligent acts or omissions in connection with the performance of this Contract or use by such party of: any patented article, process, or appliance; any copyrighted or proprietary material and information; or any trade secrets.

12. **ETHICAL STANDARDS**

CONTRACTOR warrants that it has not made any agreement to pay any gratuities or kickbacks, and that it is in compliance with the ethical conduct standards for contractors prescribed in the procurement provisions of the American Samoa Administrative Code, Title 10, sections 10.0290, *et seq.*

CONTRACTOR further warrants that neither it nor its employees have directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competition in connection with the tasks identified in this Contract.

CONTRACTOR further warrants that no person or selling agency has been employed or

retained to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees of CONTRACTOR for the purpose of securing business.

13. **OFFICIALS NOT TO BENEFIT**

No member of the Legislature of American Samoa, or the Delegate to the U.S. House of Representatives, or official of the American Samoa Government, or any of its agencies or instrumentalities, shall be admitted to any share or part of this Contract, or to any benefit which may arise therefrom.

14. **NOTICES**

All notices under or in connection with this Contract shall be in writing and may be delivered personally, by mail, courier, facsimile, or other means of communications to the parties at their respective business address or fax number as shown below:

American Samoa Telecommunications Authority  
Attn: Executive Director  
P. O. Box M  
Pago Pago, AS 96799  
FAX: 633-9032

Pagopago, Inc.  
Attn: John Newton  
P. O. Box 4018  
Pago Pago, AS 96799  
FAX: 699-4371

15. **DISPUTE RESOLUTION**

Neither ASTCA nor CONTRACTOR will institute litigation in any court concerning a dispute arising under this Contract, unless that party has used good faith efforts to resolve the dispute on a timely basis through negotiations with the other party. In the event that the parties cannot negotiate a timely settlement of a dispute, then either party may institute appropriate court action. CONTRACTOR agrees, however, that pending resolution of a dispute by negotiation or by a court of competent jurisdiction, it shall, unless otherwise directed by ASTCA, proceed

diligently with the performance of this Contract and abide by any written instructions from ASTCA concerning the matter under dispute.

**16. GOVERNING LAW, JURISDICTION**

This Contract shall be governed by and construed in all respects according to the laws of American Samoa. All judicial proceedings shall be in the High Court of American Samoa.

**17. MISCELLANEOUS PROVISIONS**

(a) In the event any part or portion of this Contract shall be found to be invalid, illegal, or unenforceable, such part or portion shall be severed from the remainder of this Contract as if never a part hereof, and the remainder of this Contract shall remain in full force and effect, unaffected thereby.

(b) This instrument contains the entire agreement of the parties relating to the subject matter contained herein, and supersedes all prior agreements and understandings between them.

(c) No waiver or breach of this Contract, shall be effective unless in writing and signed by all authorized representatives of the party against whom enforcement is sought. No waiver or any breach of the Contract, and no course of dealings between the parties, shall be construed as a waiver of any subsequent breach of this Contract. The failure of ASTCA in any one or more instances to insist on strict performance of any of the terms of this Contract shall not thereafter be construed as a waiver of the right to insist on such performance.

(d) Neither party shall be liable for, nor shall either party be considered in breach of this Contract due to failure to perform its obligations under this Contract as a result of a cause beyond its control, including any act of God or a public enemy or any military, civil or regulatory authority; change in any law or regulation; fire, flood, earthquake, storm or other like event; disruption or outage of communications, power or other utility; labor problems; unavailability of supplies; or other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by either party with reasonable care.

(e) Section headings are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) In connection with this Contract, CONTRACTOR shall comply with all laws, rules and regulations, as applicable, of the American Samoa Government.

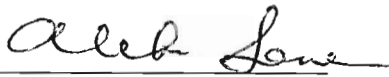
**18. BINDING AGREEMENT**

Both parties warrant that the execution and performance of this Contract have been duly authorized and that all actions necessary to make this Contract valid and binding have been taken. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest.

**IN WITNESS WHEREOF**, we, the parties hereto, have executed this Contract.

**AMERICAN SAMOA TELECOMMUNI-  
CATIONS AUTHORITY**

**PAGOPAGO, INC.**

BY:   
ALEKI SENE  
EXECUTIVE DIRECTOR

BY:   
JOHN NEWTON  
PRESIDENT

DATE: Sept. 14, 2001

DATE: Sept - 14 2001



# **ATTACHMENT**

**“A”**

## SCOPE OF WORK

### ***I. PRINTED FORM***

The following specifications apply to the compilation of the 2002, 2003, 2004 and 2005 Telephone Directory (hereinafter "Telephone Directory"), and the publication of a minimum of 20,000 copies of each Telephone Directory.

#### SIZE

Each Telephone Directory must be 8¼ x 11 inches or the equivalent thereof.

#### FRONT COVER

The design of each Telephone Directory front cover must express the uniqueness of American Samoa. CONTRACTOR will prepare several selections for a front cover and present them to the Executive Director for final approval.

#### BACK COVER

The back cover of each Telephone Directory is reserved for community/public service messages. CONTRACTOR will prepare several selections for a back cover and present them to the Executive Director for final approval.

#### CONTENT

##### ***Information Pages***

This section is located at the beginning of the Directory. There shall be no advertising in this section. This section shall include ASTCA Consumer Information, ASTCA general Rules & Regulations & Policies, Emergency Numbers & Information, Rates to selected areas of the world, Country Codes, North American (United States) Area Codes, and Facsimile (FAX) Numbers.

##### ***White Pages***

This section shall contain the listing of customers in alphabetical order, and must be white in color. There shall be no advertising in this section. Only the customers' name, village and telephone number will be listed. Business listings must be in bold letters. If necessary, additional listings will be inserted separately immediately before printing to add ASTCA's most recent customers.

### ***Cellular Subscribers***

This section shall contain the listing of cellular (733 and/or 258) customers in alphabetical order, and must be white in color. This includes all ASG, commercial and residential cellular subscribers. There shall be no advertising in this section. Only the customers' name, village and cellular number will be listed. All known non-residential listings will be in bold letters. If necessary, additional listings will be inserted separately immediately before printing to add the most recent customers.

### ***Government***

This section shall contain the listing of all three Branches of the American Samoa Government. There shall be no advertising in this section.

### ***Yellow Pages***

Except for the listings (which are provided by ASTCA from the bold listings in the White Pages), all the information in this section (including the tasks of contacting businesses, creating advertisement layouts, collecting payments for the ads, etc.) shall be CONTRACTOR's sole responsibility. CONTRACTOR will contact the listing owner to confirm the accuracy of the listing information, but will not be held responsible for those listings that can not be confirmed. It is understood that this section must be yellow in color.

### **PAPER**

All the sections listed in the Content portion above shall be printed on paper that is equal, or superior, to standard 20 lb bond paper.

### **BINDING**

Each Telephone Directory shall be bound, at a minimum, by the "perfect binding" method.

### **QUANTITY**

ASTCA requires a minimum of 20,000 copies of each Telephone Directory. 16,500 copies will be made available to ASTCA's basic service and paid extension customers, and 3,500 copies will be required for extensions at major businesses, the Rainmaker Hotel and similar establishments, the LBJ Tropical Medical Center, ASPA, ASCC, and various departments of ASG. This additional amount will also include a reserve amount for sale

to non-subscribers, and to those subscribers who lose their Telephone Directory or want more than the one free copy that ASTCA will initially provide to all its customers. Only ASTCA is authorized to sell copies of the Telephone Directory.

ASTCA may, from time to time, require further copies in addition to the initial 20,000 copies of each Telephone Directory. ASTCA shall inform CONTRACTOR of any additional amount before each Telephone Directory is printed, and such notice shall be submitted to CONTRACTOR no later than ninety (90) days before the completion date specified in the applicable Notice To Proceed. Furthermore, any additional amount must be provided in batches of 1,000 copies at a cost to ASTCA of \$2.00 per copy.

## MISCELLANEOUS

ASTCA will provide "camera-ready" pages for the Information Pages, White Pages, Cellular Subscribers, and Government portions in the above-referenced Content section. The copyrights for each Telephone Directory shall belong to ASTCA, and prior written permission to reproduce or reprint each Telephone Directory shall be obtained from ASTCA. All format changes or modifications must be approved in advance by the Executive Director. All 20,000 copies of each Telephone Directory shall be printed and ready for distribution no later than the completion date stated in each applicable Notice To Proceed.

## ***II. OTHER THAN PRINTED FORM***

In addition to publication, each Telephone Directory will also be presented in other than printed form.

### ELECTRONIC MEDIA

The following specifications apply to the compilation of each Telephone Directory:

#### CONTENT

The Information Pages, White Pages, Cellular Subscribers, Government and Yellow Pages sections must conform to the specifications in the corresponding portions in the above-referenced Printed Form, Content section, and must mirror the applicable printed Telephone Directory as originally published.

#### QUANTITY

ASTCA requires a minimum of 10 compact disks (CDs) of each Telephone Directory for its internal use.

Only ASTCA is authorized to sell CDs of the Telephone Directory. Therefore, ASTCA may, from time to time, require CDs of each Telephone Directory for sale to the public. Upon request, CONTRACTOR will provide CDs in units of 10 CDs at a cost to ASTCA as follows:

|             |   |               |
|-------------|---|---------------|
| 251 or more | = | \$3.50 per CD |
| 101 to 250  | = | \$4.00 per CD |
| 10 to 100   | = | \$5.00 per CD |

### WEB SITE

The following specifications apply to the creation of each Telephone Directory on a web site:

### CONTENT

The Information Pages, White Pages, Cellular Subscribers and Government sections must conform to the specifications in the corresponding portions in the above-referenced Printed Form, Content section, and must mirror the applicable printed Telephone Directory as originally published. The URL for these portions of each Telephone Directory will be [www.directory.samoatelco.com](http://www.directory.samoatelco.com), and the content will be posted exclusively by ASTCA.

The Yellow Pages section must, at a minimum, incorporate the applicable printed Telephone Directory as originally published. The URL for the Yellow Pages section will be [www.directory.samoatelco.com](http://www.directory.samoatelco.com), and "clicking" on "Yellow Pages" will link the user to [www.yellowpages.pagopago.com](http://www.yellowpages.pagopago.com), and the content will be posted exclusively by CONTRACTOR.

- NOTHING FURTHER -

**ADDENDUM TO  
INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Addendum to Independent Contractor Service Contract is entered into on March 22, 2001, by and between the **AMERICAN SAMOA TELECOMMUNICATIONS AUTHORITY** (hereinafter "ASTCA"), and **PAGOPAGO, INC.** (hereinafter "CONTRACTOR").

WHEREAS, ASTCA and CONTRACTOR entered into an Independent Contractor Service Contract (hereinafter "CONTRACT"), on December 20, 2000, for the coordination and publication of the 2001 Telephone Directory; and

WHEREAS, the CONTRACT established that the time limit for completion of all work required of the CONTRACTOR by the CONTRACT shall be no later than March 31, 2001; and

WHEREAS, the parties have met and negotiated the terms of this Addendum;

NOW, THEREFORE, in consideration of the parties' mutual covenants and promises contained in the CONTRACT and herein, and other valuable consideration, the parties agree to amend the CONTRACT as follows:

1. Section 1 (Term of Contract) shall be amended as follows:

CONTRACTOR . . . shall complete said performance no later than May 15, 2001.

2. Section 2 (Duties of Contractor) shall be amended as follows:

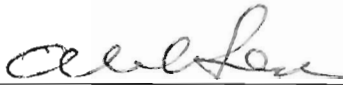
In the event that CONTRACTOR shall fail to complete the work by the May 15, 2001, deadline . . .

3. Except as amended above, all other terms and conditions of the CONTRACT shall remain the same and in full force and effect.

IN WITNESS WHEREOF, we, the parties, each herewith subscribe the same.

**AMERICAN SAMOA TELECOM-  
MUNICATIONS AUTHORITY:**

**PAGOPAGO, INC.:**

  
\_\_\_\_\_  
ALEKI SENE  
Executive Director

  
\_\_\_\_\_  
JOHN NEWTON  
President

Date: MARCH 22, 2001

Date: 22 Mar 01

**FIRST ADDENDUM TO  
INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This First Addendum to Independent Contractor Service Contract is entered into on July 07, 2003, by and between the **AMERICAN SAMOA TELECOMMUNICATIONS AUTHORITY** (hereinafter "ASTCA"), and **PAGOPAGO, INC.** (hereinafter "CONTRACTOR").

WHEREAS, ASTCA and CONTRACTOR entered into an Independent Contractor Service Contract (hereinafter "CONTRACT"), on September 14, 2001, for the coordination and publication of the 2002, 2003, 2004 and 2005 Telephone Directory; and

WHEREAS, the CONTRACT established that the time limit for completion of all work required of the CONTRACTOR by the CONTRACT shall be no later than September 13, 2005 or the completion of the 2005 Telephone Directory, whichever is sooner; and

WHEREAS, due to time constraints, the 2003 Telephone Directory and the 2004 Telephone Directory have been combined into a single 2003-2004 Telephone Directory; and

WHEREAS, the parties have met and negotiated the terms of this Addendum;


NOW, THEREFORE, in consideration of the parties' mutual covenants and promises contained in the CONTRACT and herein, and other valuable consideration, the parties agree to amend section 1 of the CONTRACT (TERM OF CONTRACT) as follows:

This Contract shall take effect on the date upon which the last authorized signatory signs this Contract ("Effective Date"). This Contract shall be in full force and effect for a period of four (4) years from the Effective Date, or the completion of the 2006 Telephone Directory, whichever is later.

Except as amended above, all other terms and conditions of the CONTRACT shall remain the same and in full force and effect.

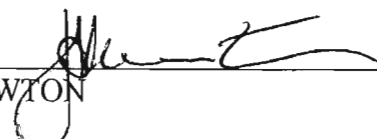
IN WITNESS WHEREOF, we, the parties, each herewith subscribe the same.

**AMERICAN SAMOA TELECOM-  
MUNICATIONS AUTHORITY:**

  
\_\_\_\_\_  
ALEKI SENE  
Executive Director

Date: 7/9/03

**PAGOPAGO, INC.:**

  
\_\_\_\_\_  
JOHN NEWTON  
President

Date: 9/9/03

**THIRD ADDENDUM TO  
INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Third Addendum to Independent Contractor Service Contract is entered into on August 23, 2007, by and between the AMERICAN SAMOA TELECOMMUNICATIONS AUTHORITY (hereinafter "ASTCA"), and PAGOPAGO, INC. (hereinafter "CONTRACTOR").

WHEREAS, ASTCA and CONTRACTOR entered into an Independent Contractor Service Contract (hereinafter "CONTRACT"), on September 14, 2001, for the coordination and publication of the 2002, 2003-2004, 2005, and 2006 - 2007 Telephone Directory; and

WHEREAS, the CONTRACT and the FIRST ADDENDUM TO INDEPENDENT CONTRACTOR SERVICE CONTRACT establishes that the time limit for completion of all work required of the CONTRACTOR shall be no later than the completion of the 2006 Telephone Directory; and

WHEREAS, the SECOND ADDENDUM TO INDEPENDENT CONTRACTOR SERVICE CONTRACT amended the CONTRACT to allow for a combined 2006-2007 Telephone Directory, and extend the time limit for completion of all work required of the CONTRACTOR until the completion of the 2006-2007 Telephone Directory; and

WHEREAS, the CONTRACT sets forth that the CONTRACTOR shall publish, at a minimum, a total of 20,000 copies of each Telephone Directory and ASTCA desires to reduce the number of copies of the 2008 Telephone Directory to 12,000 in consideration of advertisements on the front and back cover at discounted price of Three Thousand dollars (\$3,000.00); and

WHEREAS, the parties have met and negotiated the terms of this Third Addendum; and

NOW THEREFORE, in consideration of the parties' mutual covenants and promises contained in the CONTRACT and all of its addendums, and other valuable consideration, the parties agree to amend the CONTRACT as follows:

1. The last paragraph of the SECOND ADDENDUM TO INDEPENDENT CONTRACTOR SERVICE CONTRACT shall be amended to read as follows:

"This Contract shall take effect on the date upon which the last authorized signatory signs this Contract ("Effective Date"). This Contract shall be in full force and effect for a period of four (4) years from the Effective date, or completion of the 2008 Telephone Directory, whichever is later."

2. The first paragraph of the page 10 (Attachment A) of the CONTRACT, shall be amended to read as follows:

"The following specifications apply to the compilation of the 2002, 2003-2004, 2005, 2006-2007, and 2008 Telephone Directory (hereinafter "Telephone Directory")."



3. The section of the CONTRACT in the last paragraph of page 11 and first full paragraph of page 12 (Attachment A), shall be amended to read as follows:

“QUANTITY ASTCA requires a minimum of 20,000 copies of each Telephone Directory, except that ASTCA agrees to reduce this amount and require a minimum of only 12,000 copies of the 2008 Telephone Directory. Ten Thousand (10,000) of the 2008 Telephone Directory will be made available to ASTCA’s basic service and paid extension customers. Two Thousand (2,000) will be required for extensions at major businesses, the LBJ Tropical Medical Center, ASPA, ASCC, and various departments of ASG. This additional amount will also include a reserve amount for sale to non-subscribers, and to those subscribers who lose their Telephone Directory or want more than one free copy that ASTCA will initially provide to all its customers. Only ASTCA is authorized to sell copies of the Telephone Directory.

ADDITIONAL COPIES ASTCA may, from time to time, require further copies in addition to the initial 12,000 copies of the 2008 Telephone Directory. ASTCA shall inform CONTRACTOR of any additional amount before each Telephone Directory is printed, and such notice shall be submitted to CONTRACTOR no later than ninety (90) days before the completion date specified in the applicable Notice To Proceed. Furthermore, any additional amount must be provided in batches of 1,000 copies at a cost to ASTCA of \$3.00 per copy.”

4. The last sentence of the section of the CONTRACT entitled “Miscellaneous” in the second full paragraph of page 12 (Attachment A), shall be amended to read as follows:

All copies of 2008 Telephone Directory shall be printed and ready for distribution no later than the February 28, 2008, to be set forth in an official Notice to Proceed, which shall be provided to CONTRACTOR no later than August 27, 2007.

Except as amended above, all other terms and conditions of the CONTRACT shall remain the same and in full force and effect.

IN WITNESS WHEREOF, we, the parties, each herewith subscribe the same.

AMERICAN SAMOA TELECOM-  
MUNICATIONS AUTHORITY

PAGO PAGO, INC.

\_\_\_\_\_  
ALEKI SENE  
Executive Director

\_\_\_\_\_  
JOHN NEWTON  
President

Date: \_\_\_\_\_

Date: 8/23/07