

UT-021467-AF
Om 3-13-08

Qwest. No Action
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 3206
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Director – Regulatory
Policy and Law

February 14, 2008

Ms. Carole Washburn, Executive Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RECEIVED
RECORDS MANAGEMENT
2008 FEB 15 AM 11:38
STATE OF WASH
UTIL. AND TRANSP
COMMISSION

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreements between Qwest Corporation (QC) and Qwest Communications Corporation (QCC). The agreements are Amendment 4 to the Master Services Agreement and Amendment 4 to the Services Agreement. Both of these agreements were originally filed under Docket No. UT-021467. Also enclosed is a verified statement.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

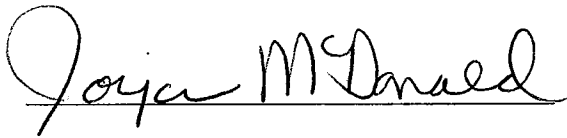
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-146-350 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment No. 4 to the Master Services Agreement and Amendment No. 4 to the Services Agreement describe the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

A handwritten signature in cursive script that reads "Joyce L. McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 14th day of February, 2008.

**AMENDMENT NO 4. TO
Master Services Agreement**

THIS AMENDMENT NO. 4 (this "Amendment") is by and between **Qwest Corporation** ("Qwest") and **Qwest Communications Corporation** ("Customer") and amends the Master Services Agreement between Customer and Qwest dated effective as of January 19, 2001, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

WHEREAS, the purpose of the Amendment is to remove the blank Work/Task Order Template (Exhibit A) and any language referencing the use of the blank Work/Task Order Template (Exhibit A) and change Notice Information and Terms.

1. Article 1 Description of Services

(a). Article 1 Section A. will be deleted in its entirety and replaced with the following: Qwest Corp. agrees to provide services ("Services") to QCC as documented in a Work Order and QCC agrees to pay for these services consistent with the Work Order. These Services shall also include the transfer of assets between the parties.

(b) Article 1 section B will be deleted in its entirety.

(c) Article 1 section C will be deleted in its entirety.

2. Article 3 Billing

(a) Article 3 Section will be deleted in its entirety and replaced with the following: Qwest Corp shall submit invoices to QCC for Services provided in accordance with the terms and conditions of the Agreement on a monthly basis.

3. Article 10 Notice Information and Terms

(a) Article 10 of the Agreement is deleted in its entirety and replaced with the following:

Notices Except as otherwise provided herein, all required notices will be in writing, transmitted to the Parties' addresses specified on the signature page or such other address as may be specified by written notice, and will be considered given either: (a) when delivered by facsimile or e-mail, so long as duplicate notification is sent via U.S. Mail, provided, however, that such duplicate notification via U.S. Mail will not be required with respect to (i) notices provided under Section 6, (ii) rate change notices or (iii) notices regarding changes in maintenance windows; (b) when delivered in person to the recipient named on the signature page; (c) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (d) when delivered to an overnight courier service

(b) Pursuant to Article 10 of the Agreement, all written notices required or permitted under the Agreement shall be sent to the following

To Qwest:
Qwest Communications Corporation
1801 California Street, 24th Floor
Denver, Colorado 80202
Phone #: (303) 992-1400
Facsimile #: (303) 896-7358
E-Mail: wholesale.contracts@qwest.com
Attention: Wholesale Markets Contract Administration

To Customer:
Qwest Corporation
155 Apollo Road
Montrose, CO 81401
Phone #: (970) 252-8865
Facsimile #: (970) 252-8920
E-Mail: leslee.strohm@qwest.com
Attention: Leslee Strohm, Manager Network Ops

With copy to:
Qwest Communications Corporation
1801 California Street, 9th Floor
Denver, Colorado 80202
Facsimile #: 1-888-778-0054
(If dialing from outside the U.S. 001-303-295-6973)
Attention: Wholesale Legal Department

**AMENDMENT NO 4. TO
Master Services Agreement**


4. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with or approved by a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filings or approvals have occurred. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

5. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS CORPORATION

By: 

Warren Mickens

Vice President Customer Service Operations

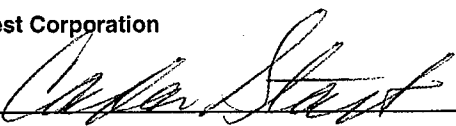
Date: 2/7/08

Offer Management Director: 

Date: Feb 5, 2008

Customer:

Qwest Corporation

By: 

Name: Carla Stewart

Title: Vice President - Finance

Date: 2/11/08

**AMENDMENT NO. 4 TO
Services Agreement**

THIS AMENDMENT NO. 4 (this "Amendment") is by and between **Qwest Communication Corporation** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Services Agreement between Customer and Qwest dated effective as of January 19, 2001, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

WHEREAS, the purpose of the Amendment is to remove the blank Work/Task Order Template (Exhibit A) and any language referencing the use of the blank Work/Task Order Template (Exhibit A) and change Notice Information and Terms.

1. Article 1 Description of Services

(a). Article 1 Section A. will be deleted in its entirety and replaced with the following: Qwest Corp. agrees to provide services ("Services") to QCC as documented in a Work Order and QCC agrees to pay for these services consistent with the Work Order. These Services shall also include the transfer of assets between the parties.

(b) Article 1 section B will be deleted in its entirety.

(c) Article 1 section C will be deleted in its entirety.

2. Article 3 Billing

(a) Article 3 Section A will be deleted in its entirety and replaced with the following: Qwest Corp shall submit invoices to QCC for Services provided in accordance with the terms and conditions of the Agreement on a monthly basis.

3. Article 10 Notice Information and Terms

(a) Article 10 of the Agreement is deleted in its entirety and replaced with the following:

Notices Except as otherwise provided herein, all required notices will be in writing, transmitted to the Parties' addresses specified on the signature page or such other address as may be specified by written notice, and will be considered given either: (a) when delivered by facsimile or e-mail, so long as duplicate notification is sent via U.S. Mail, provided, however, that such duplicate notification via U.S. Mail will not be required with respect to (i) notices provided under Section 6, (ii) rate change notices or (iii) notices regarding changes in maintenance windows; (b) when delivered in person to the recipient named on the signature page; (c) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (d) when delivered to an overnight courier service

(b) Pursuant to Article 10 of the Agreement, all written notices required or permitted under the Agreement shall be sent to the following

To Qwest:
Qwest Communications Corporation
1801 California Street, 24th Floor
Denver, Colorado 80202
Phone #: (303) 992-1400
Facsimile #: (303) 896-7358
E-Mail: wholesale.contracts@qwest.com
Attention: Wholesale Markets Contract Administration

To Customer:
Qwest Corporation
155 Apollo Road
Montrose, CO 81401
Phone #: (970) 252-8865
Facsimile #: (970) 252-8920
E-Mail: leslee.strohm@qwest.com
Attention: Leslee Strohm, Manager Network Ops

With copy to:
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Attention: Wholesale Legal Department

**AMENDMENT NO. 4 TO
Services Agreement**

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IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

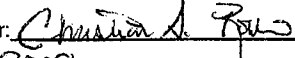
QWEST:

QWEST COMMUNICATIONS CORPORATION

By: 
Warren Mickens

Vice President Customer Service Operations

Date: 2/7/08

Offer Management Director: 

Date: Feb 5, 2008

Customer:

Qwest Corporation

By: 

Name: Carla Stewart

Title: Vice President - Finance

Date: 2/11/08