


LCF-041348-AF  
Om 5-15-08  
No Action  
**Qwest.**   
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

April 15, 2008

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

Attn: Betty Erdahl

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 agreement between Qwest Corporation (QC) and Qwest Communications Corporation (QCC). The agreement is Amendment 3 to the Dark Fiber Lease Agreement. This agreement was originally filed under Docket No. UT-041348. 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

Enclosure

RECEIVED  
GENERAL MANAGER  
2008 APR 16 PM 1:09  
STATE OF WASH  
UTIL. AND TRANSP.  
COMMISSION

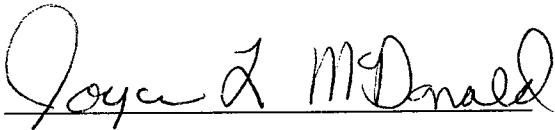
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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. 3 to the Dark Fiber Lease Agreement describes 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 15th day of April, 2008.

## **AMENDMENT NO. 3 TO DARK FIBER LEASE AGREEMENT**

This **AMENDMENT NO. 3 TO DARK FIBER LEASE AGREEMENT** ("Amendment No. 3") effective as of the date that this Amendment No. 3 is fully executed by the parties and subject to Section 34 of the underlying Agreement (the "Effective Date"), is by and between **QWEST COMMUNICATIONS CORPORATION**, a Delaware corporation ("Qwest"), and **QWEST CORPORATION**, a Colorado corporation ("Lessee").

### **RECITALS**

**WHEREAS**, Qwest and Lessee are parties to that certain Dark Fiber Lease Agreement, made and entered into as of June 21, 2004 (which, along with all of the exhibits, attachments and schedules thereto as amended, is referred to herein as the "Agreement");

**WHEREAS**, Qwest and Lessee desire to enter into this Amendment to amend and modify certain of the terms and conditions of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration provided herein, the parties, intending to be bound hereby, agree as follows:

### **AGREEMENT**

1. Section 2 of the Agreement is hereby amended to add the following:
  - 2.3 Qwest hereby leases to Lessee the Leased Fibers described in Exhibit A1 on the terms of, and subject to, the covenants and conditions set forth in this Agreement, including all Exhibits hereto. The Leased Fibers are located along the System Route described in Exhibit A1, attached hereto.
2. Section 3 of the Agreement is hereby amended to add the following:
  - 3.2 In consideration of the lease by Qwest to Lessee, for those Leased Fibers set forth in Exhibit A1, commencing on the Acceptance Date, Lessee agrees to pay to Qwest a monthly lease fee of five thousand eight hundred forty eight US dollars (US \$5,848.00) (the "Amendment No. 3 Lease Fee"). The Lease Fee shall be inclusive of any fees related to Scheduled Maintenance services. All Lease Fee payments shall be paid monthly in advance with the first payment due on or before the Acceptance Date. The Lease Fee for any partial period shall be prorated based on the number of days in that period. Except as expressly set forth herein, the Lease Fee shall not be refundable.

3. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

4.1 Qwest will use commercially reasonable efforts to Deliver the Leased Fibers set forth in Exhibit A within ninety (90) days following the Effective Date of the Agreement. Qwest will use commercially reasonable efforts to Deliver the Leased Fibers set forth in Exhibit A1 within ninety (90) days following the Effective Date of Amendment No.3.

4. Section 5.1 of the Agreement is hereby deleted and replaced with the following:

5.1 Subject to Section 5.2, the term of this Agreement (the Initial Term) shall begin on the Effective Date and shall continue until five (5) years pass from the Effective Date of Amendment 3. The Kelso WA to Seattle WA System Route referenced in Exhibit A1 shall have a term that is coterminous with the original effective date of the Agreement. If neither party provides written notice terminating the Segment Route to the other party at least ninety (90) days prior to the expiration of the applicable Initial Term, the applicable Segment Route shall continue on a month-to-month basis (each month being a "Renewal Term") at the then-existing charges unless terminated by either party upon no less than thirty (30) calendar days prior written notice to the other party. The Initial Term and any Renewal Term(s) are collectively referred to as (the "Term.") during each renewal term, Lessee shall be bound by the terms hereof.

5. Section 6.2 of the Agreement is hereby deleted and replaced with the following:

6.2 Qwest will use commercially reasonable efforts to maintain the Leased Fibers in accordance with the specifications in Exhibit B hereto. All maintenance charges for Scheduled Maintenance are included with the Lease Fees unless otherwise set forth in the Agreement and all charges for Unscheduled Maintenance are set forth in Exhibit B.

6. Section 19 of the Agreement is hereby amended to add the following:

19.3 Notwithstanding the foregoing, on The Kelso WA to Seattle WA System Route as set forth in Exhibit A1 Lessee may, at any time during the applicable Term hereof and upon notice to Qwest, terminate its use of the fibers and abandon its rights under this Agreement. Such notice shall specify an effective date for such termination and thereafter Qwest shall have no obligations under this Agreement for operation and maintenance services or other obligations the date for payment or performance of which have not accrued as of the effective date of termination. No termination made under this provision shall obligate Qwest to return to Lessee any portion of the Lease Fee or any other payment made prior to the effective date of termination.

7. All references in the Agreement to "Exhibit A and shall be deleted and replaced with the following: "Exhibit A, and Exhibit A1".

8. The Agreement, as amended by this Amendment No. 3, constitutes the complete agreement of the Parties concerning the subject matter hereof, and supersedes any prior written or verbal statements, representations, letters or agreements concerning the subject matter hereof.

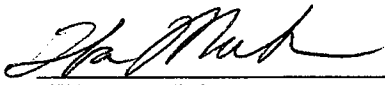
9. In the event of any inconsistencies between the terms of this Amendment No. 3 and the terms of the Agreement, the terms of this Amendment No. 3 shall control.

10. This Amendment No. 3 shall be effective as of the Effective Date hereof, and shall be deemed to be incorporated by reference into the Agreement as of the Effective Date.

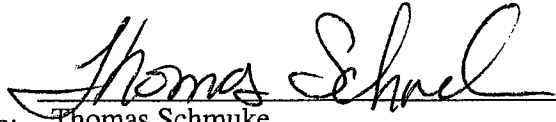
11. Except as expressly changed, revised, modified, altered or amended hereby, the Agreement shall remain in full force and effect in accordance with its terms and constitutes the legal and binding obligation of the parties.

12. In confirmation of their consent and agreement to the terms and conditions contained in this Amendment No. 3 and intending to be legally bound hereby, authorized representatives of the Parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

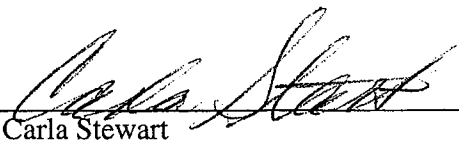
**QWEST COMMUNICATIONS CORPORATION**

By:   
Name: Warren Mickens  
Title: V.P. Customer Service Operations  
Date: 04/09/08

and

By:   
Name: Thomas Schmuke  
Title: V.P. Product Management, Product & Marketing  
Date: 4/10/08

**QWEST CORPORATION**

By:   
Name: Carla Stewart  
Title: V.P. Finance  
Date: 4/14/08

**EXHIBIT A1:  
DESCRIPTION OF SYSTEM ROUTE IN QWEST NETWORK**

Number of Leased Fibers	Term	Qwest POP A (Address)	Qwest POP B (Address)	Estimated Route Miles	Annual Maintenance Fee	Total Leased Fibers Fee
2	Coterminous with the original agreement of 60 months	2320 S. Pacific BNSF MP99.05 Kelso, WA	2001 6 <sup>th</sup> Ave (Existing T-1) Seattle, WA	137.6	N/A	\$5848.00 Per Month