

Amendment 35
UT-041379-AF
om 8/25/11
No Action
Qwest.
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

July 18, 2011

Mr. David Danner, Executive Director and 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 Mr. Danner:

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 Company, LLC (QCC). This is Amendment No. 35 to Wholesale Services Agreement which was filed under Docket No. UT-041379. This amendment does not pertain to the state of Washington but is being filed so a complete set of amendments will be available. Also enclosed is a verified statement.

Please call Frances Bendever on 303-992-4341 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

RECEIVED
RECORDS MANAGEMENT
2011 JUL 20 AM 11:25
STATE OF WASH
UTIL. AND TRANSP
COMMISSION

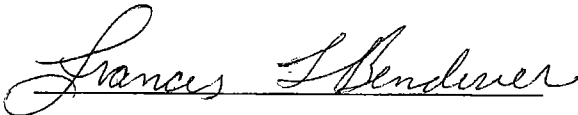
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 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.

Frances Bendever, Senior Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment No. 35 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

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

Frances L. Bendever

Dated at Denver this 18th day of July, 2011

**AMENDMENT NO. 35 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 35 (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, 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:

1. New Services. The service descriptions and related rate exhibits set forth in Exhibit(s) CPA-DIF attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first day of Customer's next full monthly billing cycle following the Amendment Effective Date.

2. 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 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 filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

3. 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.

4. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. Qwest will provide the Agreement or any amendment thereto for execution.

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

QWEST:

QWEST COMMUNICATIONS COMPANY, LLC

DocuSigned by:
By: Warren Mickens
Warren Mickens

Vice President, Customer Service Operations

Date: 7/11/2011

DocuSigned by:
By: Emily Binder
Emily Binder

Director Wholesale Pricing Mktg & Training

Date: 7/6/2011

Customer:

Qwest Corporation

DocuSigned by:
By: John Ogden
Name: John Ogden

Title: Vice President, Finance

Date: 7/14/2011

**SERVICE EXHIBIT CPA-DIF2
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER
WHOLESALE / ENHANCED SERVICES AGREEMENT**

CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM

1. Request:

- 1.1 NSSD Date 4/27/11
 1.2 Quote Date: 6/13/11
 1.3 Quote Expiration Date 7/18/11
 1.4 Delivery Date
 (only if other than 45
 days after Order
 Acceptance Date)

2. QWEST PREMISES LOCATED AT:

2.1	Address 2:	4270 E SAHARA AVE,
2.2	City/State/Zip:	LAS VEGAS, NV, 89104

3. Demarcation Point: CTL to handoff fiber in the access area of the facility to be terminated to a Qwest FDP. CTL to use existing relay rack and power to support.

4. Number of Fiber pairs to be terminated: One pair SM fiber handoff.

5. Third Party Provider: Century Link (CTL)

6. Optical level of Qwest service being procured. Customer represents and warrants that the CPA-DIF Facility will be used for 1 Gig Wave signal level connectivity.

7. Rates:

Non-Recurring Charge (NRC) per fiber pair: 1 x \$2,000.00= \$2,000.00

8. Term:

Initial Service Term (only if greater than 12 months): 12 months

9. Notes, Special Requirements: Select applicable box below:

None; or

Yes, the following are the notes/special requirements:

10. Submitting This Order:

Once fully executed, this CPA-Dedicated ILEC Fiber Quote / Order Form should be sent to Qwest Wholesale Contract Administration at facsimile number 303-896-7358 or sent in PDF to wholesale.contracts@qwest.com

By submitting this order to Qwest, Customer agrees to be bound by all of the terms and conditions contained herein. Unless otherwise defined herein, capitalized terms shall have the definitions assigned to them in the wholesale services agreement between Qwest and Customer and the applicable CPA-DIF Service Exhibit. If Customer's wholesale services agreement does not include a CPA-DIF Service Exhibit, then Customer agrees that Qwest's then-current standard CPA-DIF Service Exhibit shall automatically be added to the agreement concurrently with Customer's submission of this order.

The terms and rates in this quote form are not (a) valid after the quote form expiration date and (b) binding on Qwest until Qwest accepts the order for Services from Customer. Additional fees, charges and surcharges (e.g., expedite order charges, order change charges, termination liability charges) may apply to the Services under this quote form and will be assessed pursuant to Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

**SERVICE EXHIBIT CPA-DIF2
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER
WHOLESALE / ENHANCED SERVICES AGREEMENT**

If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Corporation

DocuSigned by:

John Ogden

Authorized Signature

John Ogden

Name Typed or Printed

VP Finance

Title

7/14/2011

Date