

RECEIVED
RECORDS MANAGEMENT

06 JUN -2 AM 11:58



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

Mark S. Reynolds
Senior Director – Regulatory
Policy and Law

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

June 1, 2006

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

Attn: Kathy Folsom

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). This is Amendment No. 4 to the Wholesale Agreement. (Please note that this Amendment No. 4 was processed faster than the pending Amendment No. 3. Amendment No. 3 is expected to follow shortly.) The original Wholesale Agreement was filed on August 3, 2004 under Docket No. UT-041379.

Please call Gayle Williams on 206-345-3308 if you have any questions or require any additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Gayle Williams".

for Mark Reynolds

Enclosure

AMENDMENT NO. 4
TO
WHOLESALE SERVICES AGREEMENT

THIS AMENDMENT NO. 4 (this "Amendment") is by and between **Qwest Communications Corporation** ("Qwest") and **Qwest Corporation** ("Customer") (Qwest and Customer are referred to separately as a "Party" and collectively as the "Parties") 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"). 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. Prior to the execution of this Agreement, Customer was an existing customer of Qwest purchasing certain services under Task Orders, Summary of Affiliate Transactions or under one or more retail/wholesale agreements, order forms and/or service exhibits (the "Existing Agreements"). As of the Effective Date of the Agreement, the Existing Agreements are terminated, and Customer will purchase wholesale services ("Migrated Services") under this Agreement and its Service Exhibits (each a "Migrated Services Exhibit" and collectively, the "Migrated Services Exhibits"). All terms and conditions set forth in the Migrated Services Exhibits will govern the Migrated Services as of the Effective Date of the Agreement, except that the rates and discounts set forth in the Migrated Service Exhibits and any attachments thereto may not go into effect or be reflected in invoices until such Migrated Services are identified and as determined by Qwest ("New Rate Effective Date"). Until the New Rate Effective Date commences, or unless sooner reflected on any invoices, the rates and discounts set forth in the applicable Existing Agreements shall apply to the Migrated Services. Unless otherwise stated in the relevant Migrated Service Exhibit, beginning on the New Rate Effective Date all Migrated Services shall have a new Service Term that is equal to the Minimum Service Term set forth in the associated Migrated Service Exhibit and shall bill at the rate applicable to such Service level under the applicable Migrated Service Exhibit. The terms, rates and discounts for all Service Exhibits attached hereto, other than the Migrated Service Exhibits, shall govern as of the Effective Date of this Agreement.
2. Section 28 of the Agreement is deleted in its entirety and replaced with the following:

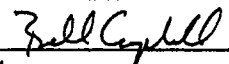
28. **Entire Agreement.** This Agreement, together with all Addenda, Service Exhibits and Qwest accepted Order Forms, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest or any predecessors-in-interest, whether oral or written, including, without limitation, certain Task Orders, Summary of Affiliate Transactions or under one or more retail/wholesale agreements, order forms and/or Service Exhibits between Qwest Communications Corporation and Customer (the "Existing Agreements"). Any services purchased pursuant to the Existing Agreements shall be provided subject to the terms and conditions of this Agreement. Any amounts owing from Customer to Qwest based upon any Existing Agreement including, without limitation, early termination charges, shall still be due and owing to Qwest in accordance with the terms and conditions of the this Agreement. This Agreement shall not extinguish or release any claims by either Party with respect to services rendered pursuant to any Existing Agreement. This Agreement may not be amended unless such amendment is in writing and signed by the Parties.
3. **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 filings 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.
4. **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.

AMENDMENT NO. 4
TO
WHOLESALE SERVICES AGREEMENT

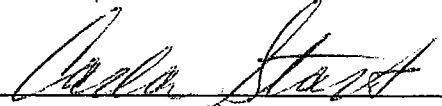
IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:
QWEST COMMUNICATIONS CORPORATION

By: 
Brian Stading
Vice President - Customer Service Operations
Date: 5/30/06

*Offer Management Director: 
Date: 5-30-06

CUSTOMER:
QWEST CORPORATION,
A Colorado corporation

By: 
Carla Stewart
Vice President - Finance
Date: 5/31/06

*This Agreement shall not be binding upon Qwest until countersigned by the Offer Management Director and Executive Vice President, Wholesale Markets (or an authorized designee) for Qwest.