



Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

June 20, 2007

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 324**
Ref. UT-061638

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of the 7th Amendment to the Kiosk Sales Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

RECEIVED
RECORDS MANAGEMENT
07 JUN 22 AM 9:55
STATE OF WASH.
UTIL. AND TRANSP.
COMM. STAFF

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of the 7th Amendment to the Kiosk Sales Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 6.20.07

Richard E. Potter
Director
Verizon Northwest Inc.

RECEIVED
RECORDS MANAGEMENT
07 JUN 22 AM 9:58
STATE OF WASH
UTIL AND TRANSP
COMMISSION

SEVENTH AMENDMENT TO THE KIOSK SALES AGREEMENT

This **AMENDMENT No. 7** (the "Amendment") to the Kiosk Sales Agreement between the parties dated March 24, 2006, as amended (the "Agreement"), is made on this 13 day of June 2007, by and between Verizon Services Corp., on behalf of itself and its affiliates listed on Exhibit A with principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, ("Verizon") and Celco Partnership, a Delaware General Partnership, Dallas MTA LP, a Delaware Limited Partnership, and Oxnard-Ventura-Simi Limited Partnership, a California Limited Partnership, with principal offices at One Verizon Way, Basking Ridge, New Jersey 07920, collectively doing business as Verizon Wireless ("Verizon Wireless").

1. This Amendment is an integral part of the Agreement. The capitalized terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

2. Exhibit A of the Agreement is amended to add new Stores. The Agreement is amended to add the following new party:

Seattle SMSA LP

3. The Agreement is amended to add the following new parties Section 16 of the Agreement is amended by adding a new subsection:

f. Neither party will approach the other party's personnel at the Stores (including, but not limited to, any third party agents) for an employment opportunity without first notifying the other party's management (for VZW: the Area store director (based on Store location); for VZC: Director, National Direct Retail). Should a third party agent's personnel be hired, the hiring party is responsible for any related agency fees.

4. Section 5 of Exhibit C is deleted in its entirety and replaced with the following:

5. Verizon will pay the face value of the end user incentives Verizon provides to an eligible customer, either to Verizon Wireless or to the end user incentives firm, as indicated on the Verizon Wireless invoice. Verizon will use the end user incentives firm selected by Verizon Wireless to administer the end user incentives, and if such firm charges any processing fees for administering this program, the firm shall invoice Verizon directly and Verizon shall pay such fees directly to the firm.

5. This Amendment shall be effective when executed by all parties and shall remain in effect until the Agreement terminates. With respect to any Stores added in the State of Washington, the effective date of this Amendment is subject to Section 5(a) of the Agreement.

6. All provisions of the Agreement not addressed by this Amendment remain in full force and effect.

Authorized representatives of Verizon and Verizon Wireless, intending to be legally bound, hereby execute this Amendment, including any attachments hereto and referenced herein, as of the date first above written.

VERIZON SERVICES CORP.

By: [Signature]
Name: Mary Yarbrough
Title: SVP

CELLCO PARTNERSHIP

By: [Signature]
Name: Alice C. Brennan
Title: Assistant Secretary

OXNARD-VENTURA-SIMI LP,
by AirTouch Cellular, its general partner

By: [Signature]
Name: Michael T. Stefanski
Title: VP + Controller

DALLAS MTA LP
by Verizon Wireless Texas, LLC,
its general partner

By: [Signature]
Name: Michael T. Stefanski
Title: VP + Controller

VERIZON WIRELESS TEXAS LLC

By: [Signature]
Name: Michael T. Stefanski
Title: VP + Controller

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP

By: [Signature]
Name: Alice C. Brennan
Title: Assistant Secretary

VERIZON WIRELESS, (VAW) LLC

By: [Signature]
Name: Alice C. Brennan
Title: Assistant Secretary

GTE MOBILNET OF FORT WAYNE, LP
by GTE Wireless of the Midwest Inc.,
its general partner

By: [Signature]
Name: Michael T. Stefanski
Title: VP + Controller

LOS ANGELES SMSA, LP
by AirTouch Cellular, its general partner

By: [Signature]
Name: Michael T. Stefanski
Title: VP + Controller

AIRTOUCH CELLULAR

By: [Signature]
Name: Michael T. Stefanski
Title: VP + Controller

GTE MOBILNET OF SANTA BARBARA LP,
by Celco Partnership, its general partner

By: Michael T. Stefanski

Name: Michael T. Stefanski

Title: VP + Controller

SEATTLE SMSA LP
by Celco Partnership, its general partner

By: Michael T. Stefanski

Name: Michael T. Stefanski

Title: VP + Controller

EXHIBIT A

FEES*

NORTHEAST

Wilmington
4345 Kirkwood Highway
Wilmington, DE 19808
(302) 638-4440
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Delaware LLC
Attended

West Broad Street
7720 W Broad Street
Richmond, VA 23294
(804) 755-6760
Square footage: 60
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Virginia Inc.
Attended

Abington
1901 Old York Road
Abington, PA 19001
(215) 706-3080
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Pennsylvania
Attended

Harrisburg
4650 Jonestown Road
Harrisburg, PA 17109
(717) 540-8270
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Pennsylvania
Attended

Montgomeryville
744 Bethlehem Pike
Hwy 309 & Vilsmeier Rd.
Montgomeryville, PA 18936
(215) 699-1525
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Pennsylvania
Attended

Brandywine
4407 Concord Pike Bldg 2
Concord Sq Shopping Mall
Wilmington, DE 19808
(302) 529-2750
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Delaware LLC
Attended

Wisconsin Avenue
6932 Wisconsin Ave
Chevy Chase, MD 20815
(301) 657-3240
Monthly Recurring Fee: \$339.00
Non-recurring Fee: \$11,005.00
VZW entity: Cellco Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Maryland, Inc.
Attended

SOUTH

none

WEST

Chino
3825 Grand Avenue
Chino, CA.
Square Footage: 60
909 591-9740
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entities: Los Angeles SMSA Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

Rancho Cucamonga
10740 Foothill Blvd.,
Rancho Cucamonga, CA.
Square Footage: 60
909 948-2427
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entities: Los Angeles SMSA Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

Hemet
3607 W. Florida Avenue
Hemet, CA.
Square Footage: 60
951 925-9295
Monthly Recurring Fee: \$248.00

Non-recurring Fee: \$5,885.00
VZW entities: Los Angeles SMSA Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

Woodinville Plaza
17742 Garden Way Bldg. 14B
Woodinville, WA 98072
Square Footage: 60
425-424-8994
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entities: Seattle SMSA Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Northwest
Attended

Alderwood Store
19230 Alderwood Mall Pkwy Ste 150
Lynnwood, WA 98036
Square Footage: 60
425-778-1048
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entities: Seattle SMSA Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Northwest
Attended

Burlington Center
1831 South Burlington Blvd.; Suite 102
Burlington, WA 98233
Square Footage: 60
360-757-1398
VZW entities: Seattle SMSA Limited Partnership
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon Northwest
Attended

Murrieta
24550 Village Walk Place
Suite D5
Murrieta, CA
Square Footage: 60
951-TBD
Monthly Recurring Fee: \$248.00
Non-recurring Fee: \$5,885.00
VZW entities: Los Angeles SMSA Limited Partnership
Verizon entities: Verizon Long Distance, Verizon On Line, Verizon California Inc.
Attended

MIDWEST

none

*all fees are estimates only subject to adjustment to reflect (i) actual expenses once Kiosk installation is complete, and (ii) pass through of unaccounted-for expenses (ex: purchase of incremental parking spaces)