



CenturyLink™

Qwest Corporation DBA CenturyLink QC
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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

December 21, 2012

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 DBA CenturyLink QC is filing notification of the enclosed affiliated interest agreement between Qwest Corporation DBA CenturyLink QC (QC) and Qwest Communications Company, LLC DBA CenturyLink QCC (QCC). This is Amendment No. 38 to Wholesale Services Agreement which was filed under Docket No. UT-041379. 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

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, Sr. Analyst of Qwest Corporation DBA CenturyLink QC certifies that the attached Amendment No. 38 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation DBA CenturyLink QC and Qwest Communications Company, LLC DBA CenturyLink QCC.



Frances L. Bendever

Dated at Denver this 21st day of December, 2012

**AMENDMENT NO. 38 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 38 (this "Amendment") is by and between **Qwest Communications Company, LLC dba CenturyLink QCC** ("CenturyLink") and **Qwest Corporation dba CenturyLink QC** ("Customer") and amends the Wholesale Services Agreement between Customer and CenturyLink 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. Cancellation of Collocation Order. The Parties acknowledge that Collocation Order at 400 Tijeras Ave NW, Suite 570, Albuquerque, NM 87102, executed June 5, 2012 was created in error and that such Collocation Order is considered null and void and was never in effect.

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. CenturyLink 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 dba
CENTURYLINK QCC**

Warren Mickens

By: 6B165EDE114A4FA...

Warren Mickens

Vice President, Wholesale Operations

Date: 8/10/2012

Customer:

Qwest Corporation dba CENTURYLINK QC

DocuSigned by:
John Ogden

By: 075F7509A26C4A7...

Name: John Ogden

Title: Vice President, Finance

Date: 8/13/2012