

Amendment 1
WT-021467-AF
DM 11-26-08

Qwest. No Action
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

October 20, 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 two affiliated interest agreements between Qwest Corporation (QC) and Qwest Communications Corporation (QCC). One agreement is Amendment 1 to Office Lease (QC as Landlord) and the other agreement is Amendment 1 to Office Lease (QC as Tenant). Both of the original leases were filed under Docket UT-021467. 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

Enclosures

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2008 OCT 21 AM 11:24
REGISTRATION DIVISION
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

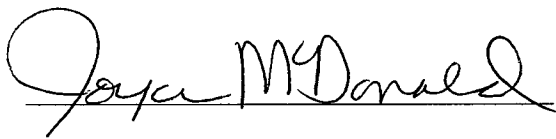
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment 1 to Office Lease (QC as Landlord) and the attached Amendment 1 to Office Lease (QC as Tenant) describe the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above the printed name.

Joyce L. McDonald

Dated at Seattle this 20th day of October, 2008.

**AMENDMENT NO. 1
TO
OFFICE LEASE
(Qwest Communications Corporation as landlord and Qwest Corporation as tenant)**

THIS AMENDMENT NO. 1 TO OFFICE LEASE (this "Amendment 1") is made effective as of the last date of signature below, by and between Qwest Corporation, a Colorado corporation ("QC") and Qwest Communications Corporation, a Delaware corporation ("QCC"). QC and QCC are sometimes together referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain OFFICE LEASE (QC as landlord, QCC as tenant) dated as of October 1, 2002 (the "Lease"); and

WHEREAS the Parties wish to modify the terms of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

2. Filings. Effective Date of Amendment if under applicable law, this Proposal or notice thereof must be filed with a governmental entity, including but not limited to a state public utility commission, this Proposal shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.
3. Building Locations and Rent Rates. The Parties wish to modify building locations and rent rates provided in the Lease. Accordingly, Exhibit A is hereby deleted in its entirety and replaced with Exhibit A attached hereto. The Parties agree that the terms and conditions of the Lease (as amended hereby) including all Rent due to the Landlord, will be effective for each particular Premises as of the Commencement Date of the applicable Premises, regardless of the date the Parties have entered into this Amendment.
4. Commencement Date. The Parties wish to modify the definition of "Commencement Date." Accordingly, the defined term is removed from the preamble to the Lease and the first sentence of Article 3 of the Lease is hereby amended and restated in its entirety as follows:

Landlord shall be deemed to have delivered possession of the Premises to Tenant on the date of Tenant's first occupancy of such Premises (the "Commencement Date") and the Premises shall be deemed to have been delivered AS-IS, in its then current condition.

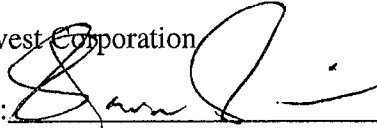
5. Monthly Rent. The Parties wish to modify the monthly rent described in the Lease. Accordingly, Article 1 § 1.1(i) of the Lease is hereby deleted in its entirety and replaced to read as follows:

MONTHLY RENT: Beginning on the Commencement Date and terminating on the Expiration Date for each Premises, the square footage of the Premises multiplied by the higher of a) the cost (determined on a square foot basis) with respect to each Building, as adjusted from time to time to equal the landlord's prevailing company cost for such Building (on a square foot basis) or b) the Prevailing Market Rate (as defined in this section) for each square foot of the Premises. The "Prevailing Market Rate" means what a landlord under no compulsion to lease the Premises would determine as rent (including market tenant finish allowance and other concessions), taking the following into consideration: the uses permitted under the Lease; the quality, size, design, and location of the Premises; and the rent for comparable buildings located in the vicinity of the Building. The currently Monthly Rent is set forth on Exhibit A.

6. Confirmation of Lease. Except as expressly modified by this Amendment 1, the Lease remains in full force and effect in accordance with its terms.

~~7. Counterparts. This Amendment 1 may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Amendment 1 shall become binding when one or more counterparts taken together shall have been executed and delivered by all Parties.~~

By signing below, each of the Parties hereby indicates its acceptance of and agreement to the terms and conditions of this Amendment 1.

Qwest Corporation
By: 
Steven Swain
Title: _____
VP Finance
Date: 10/14/08

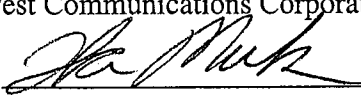
Qwest Communications Corporation
By: 
Warren Mickens
Title: _____
VP Customer Service Operations
Date: 10/13/08

EXHIBIT A
To Office Lease
between Qwest Communications Corporation as landlord
and Qwest Corporation as tenant

Building Locations and Monthly Rent Per Square Foot

Street	CITY	ST	MONTHLY RATE PER SF
1731 Technology Drive	San Jose	CA	2.20
2377 Gold Meadow Way	Gold River	CA	0.06
1350 Treat Boulevard	Walnut Creek	CA	1.84
818 West 7 th Street	Los Angeles	CA	2.55
4350 Executive Drive, Ste 120	San Diego	CA	2.85
3031 Corvin Drive	Santa Clara	CA	1.45
3621 All American Blvd.	Orlando	FL	1.16
8350 N.W. 52nd Terrace	Doral	FL	1.62
3625 Brookside Parkway	Alpharetta	GA	1.66
One Oakbrook Terrace	Oakbrook Terrace	IL	1.19
360 Merrimack Street	Lawrence	MA	0.77
165 Halsey Street	Newark	NJ	2.04

243 Burgess Road	Greensboro	NC	0.76
320 South Boston Building	Tulsa	OK	0.10
1820 Glenville Drive	Richardson	TX	1.15
11921 N. Mopac Expressway	Austin	TX	1.99
500 East 84th Avenue	Thornton	CO	1.23
1499 S. 4800 W.	Salt Lake City	UT	0.97
3015 Winona Ave	Burbank	CA	4.68
1400 Kifer Rd	Sunnyvale	CA	2.59
6300 Canoga Avenue, Suite 300	Woodland Hills	CA	2.01
19000 MacArthur Boulevard, Suite 400	Irvine	CA	2.60
9 West Broad Street	Stamford	CT	2.42
6621 Southpoint Drive North	Jacksonville	FL	1.54
37 N. Orange Avenue	Orlando	FL	1.58
4350 West Cypress Street	Tampa	FL	2.25
6700 N. Andrews Avenue	Ft. Lauderdale	FL	1.93
1500 South Point Dr.	Forest Park	GA	1.17

350 E Cermak Rd	Chicago	IL	2.18
Three Hawthorn Parkway	Vernon Hills	IL	1.76
One Franklin Street	Chicago	IL	1.99
8250 Haverstick Road	Indianapolis	IN	1.45
5799 Broadmoor, Suite 700	Mission	KS	1.33
1009 Twilight Trail	Frankfort	KY	1.60
One Summer Street	Boston	MA	2.83
3205 Eagle Crest Drive NE	Grand Rapids	MI	1.42
20750 Civic Center Drive	Southfield	MI	1.27
16141 Swingley Ridge Rd	Chesterfield	MO	1.49
4270 E. Sahara Avenue	Las Vegas	NV	1.92
379 Thornall Street, 12th Floor	Edison	NJ	2.01
325 Columbia Turnpike	Florham Park	NJ	1.79
21 Corporate Drive	Halfmoon	NY	1.26
546 Fifth Ave., 10th & 11th Floor	New York	NY	3.75
6800 Jericho Turnpike	Syosset	NY	2.50

55 Church Street	White Plains	NY	1.42
32 Avenue of the Americas	New York	NY	3.50
8720 Red Oak Blvd. Suite 503,	Charlotte	NC	1.49
4650 Lakehurst Court	Dublin	OH	1.08
6000 Parkwood Place	Dublin	OH	1.13
8180 Green Meadows Dr.	Lewis Center	OH	1.29
6155 Rockside Rd.	Independence	OH	1.54
8044 Montgomery Road	Cincinnati	OH	1.23
1701 Holland Road	Maumee	OH	1.10
One Station Square	Pittsburgh	PA	1.65
1010 W. 8 th Avenue	King of Prussia	PA	1.92
401 Brookfield Parkway	Greenville	SC	1.04
402/404 BNA Drive	Nashville	TN	1.51
8303 Mopac	Austin	TX	2.13
12001 N. Central Expressway	Dallas	TX	1.48
8413 Hempstead Rd	Houston	TX	1.05

4250 N Fairfax Dr	Arlington	VA	2.83
10700 Parkridge Blvd.	Reston	VA	2.26
200 South Executive Drive	Brookfield	WI	1.44
607 14th Street	Washington	DC	2.41
731 E Trade St	Charlotte	NC	1.83
13430 Northwest Fwy	Houston	TX	1.20
1007 Slater Rd	Durham	NC	1.63
460 Metroplex Dr	Nashville	TN	1.22
500 W Silver Spring Dr	Glendale	WI	1.25
445 South Figueroa	Los Angeles	CA	2.45

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footage of the Premises multiplied by the lesser of a) the cost (determined on a square foot basis) with respect to each Building, as adjusted from time to time to equal the landlord's prevailing company cost for such Building (on a square foot basis) or b) the Prevailing Market Rate (as defined in this section) for each square foot of the Premises. The "Prevailing Market Rate" means what a landlord under no compulsion to lease the Premises would determine as rent (including market tenant finish allowance and other concessions), taking the following into consideration: the uses permitted under the Lease; the quality, size, design, and location of the Premises; and the rent for comparable buildings located in the vicinity of the Building. The current Monthly Rent is set forth on Exhibit A.

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Qwest Corporation

By: 

Steven Swain

Title: _____

VP Finance

Date: 10/14/08

Qwest Communications Corporation

By: 

Warren Mickens

Title: _____

VP Customer Service Operations

Date: 10/13/08

EXHIBIT A
To Office Lease
between Qwest Corporation as landlord
and Qwest Communications Corporation as tenant

Building Locations and Monthly Rent Per Square Foot

STREET	CITY	STATE	Monthly Cost per Square Foot (to be adjusted in accordance with the Lease.)
2441-2445 S 130 TH CIR	OMAHA	NE	2.19
520 N DELAWARE AVE	PHILADELPHIA	PA	2.20
109 9 TH AVE SW	NEW BRIGHTON	MN	1.40
421 SW OAK ST	PORTLAND	OR	2.65
1860 LINCOLN ST	DENVER	CO	2.65
5325 ZUNI ST	DENVER	CO	1.44
3898 S TELLER ST	LAKEWOOD	CO	2.62
500 CARLTON ST N	MAPLEWOOD	MN	1.22
600 STINSON BLVD	MINNEAPOLIS	MN	2.95
3245 146TH PL SE	BELLEVUE	WA	2.61
7235 S. 228th	Kent	WA	2.94
135 W ORION ST	TEMPE	AZ	1.97

5025 N BLACK CANYON HWY	PHOENIX	AZ	1.64
931 14TH ST	DENVER	CO	1.79
930 15TH ST	DENVER	CO	1.79
1801 CALIFORNIA ST	DENVER	CO	2.34
8955 E Nichols Ave Rm 210	ENGLEWOOD	CO	1.87
12098 E ILIFF AVE	AURORA	CO	1.32
700 W MINERAL AVE	LITTLETON	CO	1.33
400 TIJERAS AVE NW	ALBUQUERQUE	NM	1.37
250 E 2ND S	SALT LAKE CITY	UT	1.71
781 E 21ST S	SALT LAKE CITY	UT	1.38
6101 YELLOWSTONE RD	CHEYENNE	WY	1.36
4905 S 97TH ST	OMAHA	NE	1.07
118 S 19TH ST	OMAHA	NE	1.09
425 MONROE ST	ANOKA	MN	1.65
804 10TH AVE SE	DETROIT LAKES	MN	1.31
112 E 10TH AVE	EUGENE	OR	1.30

310 SW PARK AVE	PORTLAND	OR	1.38
612 MT RUSHMORE RD	RAPID CITY	SD	1.11
14808 SE 16TH ST	BELLEVUE	WA	2.04
11418 NE 4TH PLN	VANCOUVER	WA	1.37
904 N COLUMBUS ST	SPOKANE	WA	1.19
1600 7TH AVE	SEATTLE	WA	2.29