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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



Verizon Northwest Inc.

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

March 3, 2006

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. 264**
REF. UT-0021214

Dear Ms. Washburn:

Enclosed for filing with the Commission is a verified copy of Amendment No. 15 to the National Account Agreement between Verizon Wireless and Verizon Services Corp, on behalf of operating companies including Verizon Northwest Inc.

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

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter".

Richard E. Potter
Director
Public Policy Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment No. 15 to the National Account Agreement between Verizon Wireless and Verizon Services Corp, on behalf of operating companies including Verizon Northwest Inc.

 Date: 3.3.06

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT

This Amendment (the "Amendment") is made and entered into by and between Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless") and Verizon Services Corp. for attachment as Amendment No. 15 to the National Account Agreement between Verizon Wireless and Verizon Services Corp., Contract #BA17132, dated February 3, 1999, as amended (the "Verizon Agreement"). This Amendment is further made and entered into by and between Verizon Wireless and MCI Purchasing LLC for attachment as Amendment No. 2 to the National Account Agreement between Verizon Wireless and MCI Purchasing LLC, Contract No. 730-02335-2005, dated June 30, 2005, as amended (the "MCI Agreement").

1. This Amendment is an integral part of and modifies both the Verizon Agreement and the MCI Agreement. The terms used herein which are defined or specified in those Agreements shall have the meanings set forth in those Agreements. If there are any inconsistencies between the provisions of this Amendment and the provisions of those Agreements, the provisions of this Amendment shall control.
2. The ultimate parent of Verizon Services Corp. and the parent of MCI Purchasing LLC have legally effected a merger. MCI Purchasing LLC therefore now desires to purchase wireless service and Equipment and otherwise to participate fully under the Verizon Agreement. Verizon Wireless and Verizon Services Corp. hereby agree that MCI Purchasing LLC shall be permitted to do so.
3. The Verizon Agreement shall accordingly supersede the MCI Agreement, and any existing Subscriber lines currently active under the MCI Agreement shall be re-coded by Verizon Wireless under the Verizon Agreement. All Corporate Subscribers under the MCI Agreement shall hereafter be governed by the terms and conditions of the Verizon Agreement. All Employee Subscribers shall continue to be governed by the terms and conditions of their individual Customer (Service) Agreements although they will receive the applicable monthly access fee discounts and Equipment pricing under the Verizon Agreement once such lines are re-coded.
4. This Amendment shall be effective when executed by all Parties, at which time the MCI Agreement shall be terminated. Such termination shall be without penalty or liability on the part of MCI Purchasing LLC, Verizon Services Corp., or their Affiliates other than Verizon Wireless.
5. All provisions of the Verizon Agreement not addressed by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties affix their signatures to this Amendment.

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS:

By: [Signature]
 Name: Rick Conrad
 Title: Area President
 Date: 1/23/06

MCI PURCHASING LLC:

By: [Signature]
 Name: THANVA KINAY
 Title: VP, Procurement
 Date: 2/9/06

VERIZON SERVICES CORP.

By: [Signature]
 Name: GEORGE S. DOWELL
 Title: VP SUPPLY CHAIN SERVICES
 Date: 2/2/06