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UT-061638
Am 2-26-09
verizon
No Action

Verizon Northwest Inc.

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

February 10, 2009

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

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UTILITY AND TRANSPORTATION
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 380
Ref. Docket UT-061638

To whom it may concern:

Enclosed for the Commission's file is a verified copy of the 11th Amendment to the Kiosk Agreement between Verizon companies, including and Verizon Northwest Inc., and Verizon Wireless. Note that the tenth amendment has not been filed; it does not involve and Verizon Northwest Inc. operations.

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

Very truly yours,



Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of 11th Amendment to the Kiosk Agreement between Verizon companies, including and Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 2/10/09

Richard E. Potter
Director
Verizon Northwest Inc.

ELEVENTH AMENDMENT TO THE KIOSK SALES AGREEMENT

This AMENDMENT No. 11 (the "Amendment") to the Kiosk Sales Agreement between the parties dated March 24, 2006, as amended (the "Agreement"), is made 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 Cellco Partnership, a Delaware General Partnership, on behalf of itself and its affiliates listed on Exhibit A, 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. Section 2, KIOSKS, of the Agreement shall be renumbered as 2.1.

3. The Agreement shall be amended to include the following new Section:

2.2 HANDHELD PCs

Verizon Wireless shall permit Verizon to place Handheld PCs (defined below), third party sales agents, advertising, and sales materials for the sale of the Verizon services in certain Stores identified in Exhibit A.

2.2.1 Verizon Wireless agrees to grant Verizon, subject to all necessary and appropriate consents and approvals that may be required from the lessors of the Stores, the right to use a certain amount of square footage of space in each of the Stores as listed on Exhibit A for placement of one (1) handheld laptop computer ("Handheld PCs"), from which orders for certain Verizon services can be placed, and which shall be Attended at all hours the specific Store is open for retail business. If more than one (1) third party sales agent/Handheld PC is deployed at a specific Store, Verizon shall pay for each additional Handheld PC deployed in accordance with the fees set forth in Exhibit A. The maximum number of third party sales agents/Handheld PCs at any given time is subject to Verizon Wireless' absolute and sole discretion. Verizon shall provide Verizon Wireless in advance the proposed schedules of Verizon's third party sales agents for each Handheld PC.

2.2.2 Verizon may install a Handheld PC in a Store that already has a Kiosk or install only a Handheld PC in a Store; provided, however, Verizon shall not install only a Handheld PC in a Store that can physically accommodate a Kiosk as determined in Verizon Wireless' absolute and sole discretion. In Stores that have only a Handheld PC and not a Kiosk, Verizon Wireless will determine, in its sole discretion, if there is adequate space at a Store to accommodate a Verizon-provided storage "cage", to contain a Handheld PC and small ancillary items such as a portable printer, which can be used and stored at the Store ("Cage"). The size and placement of the Cage shall be determined jointly between Verizon Wireless and Verizon, but ultimately, Verizon Wireless shall provide the approval for a Cage in its sole and absolute discretion and control the size and placement thereof. Verizon will pay Verizon Wireless the fee for each Cage in addition to the Handheld PC fees in accordance with Exhibit A.

2.2.3 Verizon Wireless will provide any electricity required for the Handheld PCs. Verizon will provide any telecommunications or broadband services required to support each Handheld PC; however, no such lines or services may be installed, engaged, or connected without obtaining the prior consent of Verizon Wireless, and Verizon Wireless having obtained any necessary and appropriate consents and approvals from its lessors.

2.2.4 Verizon Wireless also grants Verizon limited access to and the right to use the employee common area of such Stores and the facsimile machine(s) in the Stores, and

may grant the usage of certain jointly agreed upon space on the Store walls and windows for advertising. Verizon Wireless will, in good faith, seek such consents and approvals from the lessors of the Stores, as necessary.

4. All references to the terms "Kiosk" or "Kiosks" shall be amended to ""Kiosk(s) or Handheld PC(s)", except in Sections 2.1 and 7 of the Agreement and Exhibit A.

5. Section 16 of the Agreement shall be amended to include the following new Subsection:

f. Verizon shall not install, deploy, or use at any Store any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal for use with the Verizon Wireless service or install, deploy, or use at any Store any equipment that interferes, permits or causes interference with the Verizon Wireless network or facilities or Verizon Wireless service. If Verizon reasonably believes there is a Verizon Wireless service coverage issue in any Store and Verizon Wireless confirms such coverage issue, then Verizon Wireless, in its sole and absolute discretion, will install such equipment as it deems necessary and appropriate to enhance the Verizon Wireless service at such Store. Verizon Wireless shall be responsible for the costs to install and maintain any such enhancement equipment.

6. Exhibit A of the Agreement is amended to (a) add new Stores, (b) update the information for certain existing Stores, and (c) remove Stores at which the Kiosk and/or Handheld PC has been removed. The Agreement is amended to add the following new parties:

Northeast Pennsylvania SMSA Limited Partnership	New Par
GTE Mobilnet of California Limited Partnership	Washington, DC SMSA Limited Partnership
New York SMSA Limited Partnership	Rockford MSA Limited Partnership
Sacramento-Valley Limited Partnership	Illinois SMSA Limited Partnership
Syracuse SMSA Limited Partnership	GTE Mobilnet of Indiana Limited Partnership
Upstate Cellular Network	GTE Mobilnet of Terre Haute Limited Partnership

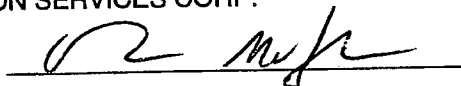
7. This Amendment shall, when executed by all parties, be effective as of February 1, 2008, and shall remain in effect until the Agreement terminates. With respect to any Stores added in the States of Washington and Oregon, the effective date of this Amendment is subject to Section 5(a) of the Agreement.

8. 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.

VERIZON SERVICES CORP.

By:



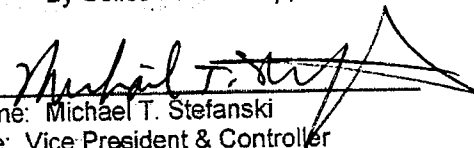
Name: W. Robert Mudge

Title: EPV & COO Verizon Telecom Regional Operations

Date:

12-15-08

Bell Atlantic Mobile of Massachusetts Corporation, Ltd. d/b/a Verizon Wireless
 Cellco Partnership d/b/a Verizon Wireless
 Dallas MTA, L.P. d/b/a Verizon Wireless
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 GTE Mobilnet of Fort Wayne Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA Limited Partnership, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of Terre Haute Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Illinois SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 New Par d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 New York SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Rockford MSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Sacramento-Valley Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 Seattle SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Syracuse SMSA Limited Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Upstate Cellular Network d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
 Verizon Wireless (VAW) LLC
 Verizon Wireless Texas, LLC d/b/a Verizon Wireless
 Virginia Cellular Retail Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Washington, DC SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

By: 
 Name: Michael T. Stefanski
 Title: Vice President & Controller
 Date: 1/27/09