



Verizon Northwest Inc.

P.O. Box 1003
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Fax: 425-261-5262

June 26, 2009

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

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 398
Ref. UT-021214

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 16 to the Agreement for Purchases of Services between Celco Partnership, doing business as Verizon Wireless, and Verizon Services Corp., including Verizon Northwest Inc. The companies are not seeking confidential treatment of this document.

Please call me at 360-536-5062 if you have any questions.

Very truly yours,

Sumeer Singla
Director
Public Affairs, Policy & Communications

Enclosure

2009 JUN 29 AM 8:28
STATE OF WASHINGTON
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 46 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications, Inc.

Sumeer Singla Date: 6/26/09

Sumeer Singla
Director
Verizon Northwest Inc.

AMENDMENT NO. 16

**To
Agreement for Purchases of Services
Between
Verizon Services Corp.
And
Cellco Partnership, d/b/a Verizon Wireless**

This Amendment No. 16 ("Amendment No. 16") is made and entered by and between Verizon Services Corp. ("Customer") and Cellco Partnership, doing business as Verizon Wireless, for attachment to Agreement for Purchases of Services (Contract No. BA17132), executed February 3, 1999, as amended (the "Agreement").

1. This Amendment No. 16 is an integral part of and modifies the Agreement. The 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 No. 16 and the provisions of the Agreement, the provisions of this Amendment No. 16 shall control.
2. The preamble is hereby amended to change the address for Verizon Wireless' principal place of business by deleting the reference to "180 Washington Valley Road, Bedminster, NJ 07921" and substituting "One Verizon Way, Basking Ridge, NJ 07920-1097."
3. In Section 48, "Notices," subsection 48.1 is hereby amended by deleting the address set forth for delivery of notices to Verizon Wireless and substituting the following:

"Verizon Wireless
Legal & External Affairs Dept.
One Verizon Way, VC52S278
Basking Ridge, NJ 07920-1097
Attention: HQ Legal - Contract Administration"
4. The Custom Broadband Plan in the form attached hereto as Attachment A shall be added to the end of Exhibit B "Pricing Plans."
5. This Amendment No. 16 shall be effective when executed by both Parties.
6. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment No. 16 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: William Sawasbon for WMC

Name: W. Richard Conrad

Title: Area President

Date: 4/24/07

VERIZON SERVICES CORP:

By: H. Malinowski

Name: Halina Malinowski_C.P.M.

Title: Sr. Sourcing Process Leader

Date: 4/4/07

Attachment A

Custom BroadbandAccess Calling Plan (Corporate Subscribers Only)	
The Custom BroadbandAccess Calling Plan is eligible for monthly access fee discounts.	
BroadbandAccess (Corporate Subscribers Only)	
Monthly Access Fee	\$59.99*
MB Allowance	Unlimited
NationalAccess Roaming	\$0.002 per Kilobyte
Home Airtime Rate[†]	\$0.25 per minute
Domestic Long Distance	Included
Notes: Current BroadbandAccess, and NationalAccess coverage details can be found at www.verizonwireless.com . See the Calling Plan and Feature Details in the Agreement for important information about calling plans, features and options. [†] Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *Activation on this plan requires Corporate Subscribers to select a 24 month line term.	