



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

March 18, 2009

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 the enclosed affiliated interest agreement between Qwest Corporation (QC) and Qwest Communications Corporation (QCC). This is Amendment 14 to the Wholesale Services Agreement which was filed under Docket No. UT-041379. 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,

A handwritten signature in cursive script that reads "Joyce McDonald".

for Mark Reynolds

Enclosures

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UTILITY AND TRANSPORTATION
COMMISSION

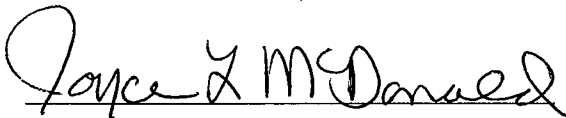
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 14 to the Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

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

Joyce L. McDonald

Dated at Seattle this 18th day of March, 2009.

**AMENDMENT NO. 14 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 14 (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest 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. New Services.¹ The service descriptions and related rate exhibits set forth in Exhibit(s) S6 attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first day of Customer's next full monthly billing cycle following the Amendment Effective Date.

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.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

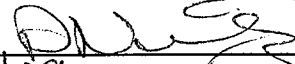
QWEST COMMUNICATIONS COMPANY, LLC

By: 

Warren Mickens

Vice President, Customer Service Operations

Date: 03/16/09

Offer Management Director: 

Date: 3/13/09

Customer:

Qwest Corporation

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 3/17/09

¹ Since certain international rates are subject to change on five (5) days notice, Customer acknowledges that, until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

**EXHIBIT S6
METRO PRIVATE LINE SERVICE**

1. SPECIAL PRICING.

1.1. As of the Amendment Effective Date of Amendment No. 14 to the Agreement, the following terms and conditions shall apply:

Notwithstanding anything to the contrary contained in Exhibit S, Customer shall be eligible, on a one-time basis, to receive special pricing for the new OC3 Metro Private Line On-Net Services (as defined in Exhibit S), at the rates, conditions, circuit types, locations and quantities set forth in the table immediately below ("Specially Priced Circuit"), provided Customer submits a Service Order Form (as defined in Exhibit S, Section 4) for the Specially Priced Circuits no later than April 3, 2009. The Specially Priced Circuit shall not be eligible for any additional rebates, credits, promotions or discounts and shall be provided subject to capacity and availability as determined by Qwest. Local access associated with the Specially Priced Circuit will be provided and priced pursuant to Exhibit T.

Location A	Location Z	Minimum Service Term	Circuit Type	Quantity Required	MRC for Each Circuit*	NRC for Each Circuit
108 C Street SW Ephrata, WA, 98823 (NPA-NXX 509/754)	242 E. Warren Ave Pateros, WA 99144 (NPA-NXX 509/923)	Sixty (60) consecutive months	OC-3	Two (2) minimum	\$7964.	\$0.00
108 C Street SW Ephrata, WA, 98823 (NPA-NXX 509/754)	966 Highway 174 Canal Rd. Coulee Dam, WA 99121 (NPA-NXX 509/633 Meet Point	Sixty (60) consecutive months	OC-3	Up to Two (2)	\$900.	\$0.00
108 C Street SW Ephrata, WA, 98823 (NPA-NXX 509/754)	702 Central Ave Oroville, WA 98844 (NPA-NXX 509/476)	Sixty (60) consecutive months	OC-3	One (1)	\$8872.	\$0.00
108 C Street SW Ephrata, WA, 98823 (NPA-NXX 509/754)	16 West 3 rd Ave Omak, WA 98841 (NPA-NXX 509/826)	Sixty (60) consecutive months	OC-3	Two (2) minimum	\$7600.	\$0.00

*Upon expiration of the Minimum Service Term or the Term of the Agreement, whichever is later, Qwest has the option to provide month-to-month Service for the Specially Priced Circuit at Qwest's then-current rates.

Notwithstanding the foregoing, all terms, conditions, and charges in Customer's Exhibit S, and the Agreement, including but not limited to charges associated with termination or early termination, shall continue to apply to the Specially Priced Circuit.