

UT-100197-AF
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No Action
Qwest
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

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

April 29, 2010

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

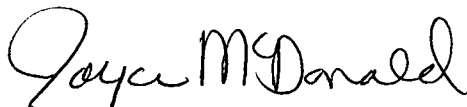
RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

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 Company, LLC (QCC). This is Amendment 1 to the Qwest Wholesale Broadband Service Agreement. The original contract was filed under Docket No. UT-100197. 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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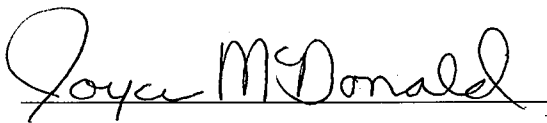
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 the Qwest Wholesale Broadband Service Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 29th day of April, 2010.

**AMENDMENT NO. 1
TO THE
QWEST WHOLESALE BROADBAND SERVICE AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") is by and between **Qwest Corporation** and its affiliates (collectively "Qwest") and **Qwest Communications Company, LLC** ("Customer") and amends the Qwest Wholesale Broadband Service Agreement between Customer and Qwest dated effective as of January 29, 2010 (as it may have been previously amended, whether by amendment, addenda, rate change notice or otherwise, the "Agreement"). This Amendment shall be effective as of the date when it has been duly executed by Qwest (the "Amendment Effective Date"). All capitalized terms used but not otherwise defined herein shall have the definitions ascribed to them in the Agreement. The parties hereby agree to amend the Agreement as follows:

1. Section 2.2 of the Agreement is amended by adding the following language to the end of the first paragraph:

"Qwest and Customer agree that (i) Qwest may immediately increase the Discounts under this Section 2.2, at its sole and absolute discretion, upon notice given in accordance with the terms set forth in this Agreement, and (ii) Qwest may subsequently decrease the Discounts at any time, at its sole and absolute discretion, upon thirty (30) days notice given in accordance with the terms set forth in this Agreement; provided, however, that the Discounts may not, unless otherwise agreed to in writing by Qwest and Customer, be decreased to a percentage lower than the percentages set forth in the Agreement as of the date it was first executed by Customer and Qwest."


All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties hereto. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein and therein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control with respect to the subject matter hereof. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same Amendment.

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

QWEST CORPORATION

**QWEST COMMUNICATIONS COMPANY,
LLC**

By: 

By: 

Name: *Steven Swain*

Name: *Warren Mickens*

Title: *VP Finance*

Title: *VP Customer Service Operations*

Date: *4/27/10*

Date: *04/26/10*