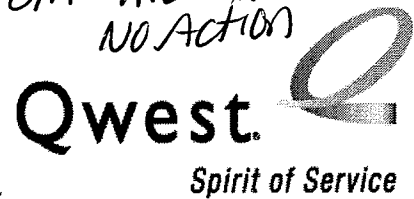


Amendment 16
UT-041379-AF
om 7/16/09
NO ACTION



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

June 4, 2009

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 Corporation (QCC). This is Amendment 16 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 black ink that reads "Joyce McDonald". The signature is written in a cursive, flowing style.

for Mark Reynolds

Enclosures

2009 JUN -5 AM 8:58
OFFICE OF THE
SECRETARY

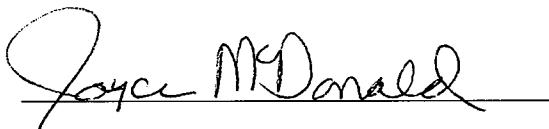
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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

A handwritten signature in cursive script, reading "Joyce McDonald", is written over a horizontal line.

Joyce L. McDonald

Dated at Seattle this 4th day of June, 2009.

**AMENDMENT NO. 16 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 16 (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 each of the 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. (a) Qwest, Customer, and each of the Affiliates set forth in Attachment A ("Authorized Affiliates"), hereby agree to amend and restate the Agreement and each of its Amendments prior to the Amendment Effective Date to incorporate each of the Authorized Affiliates thereunder. Any Affiliate not an Authorized Affiliate as of the Amendment Effective Date may become an Authorized Affiliate upon execution of an amendment agreeing to adopt the Agreement as amended.

(b) The Parties further agree that Qwest Corporation is authorized to act on behalf of itself and as a contracting agent for the Authorized Affiliates under this Agreement.

2. Payment Obligation.

(a) Section 6.1 of the Agreement is deleted in its entirety and replaced with the following:

6.1 **Payment Obligation.** Customer will pay Qwest for all Services provided under this Agreement. Qwest will invoice Customer monthly for all Services. On or before 30 calendar days from the date printed on the invoice (the "**Due Date**"), Customer will pay all invoiced amounts (other than those properly withheld under Section 6.3) via wire transfer to: JPMorgan Chase Louisville, KY, USA, ABA # = 083000137 to Qwest DDA # 771057734, Swift Code # CHASUS33, or such other location or account as Qwest may specify. Qwest may charge interest on all amounts not received when due under this agreement at the rate of 1.5% per month, compounded monthly, or, if applicable, the maximum rate allowed by law, until the past due amounts are paid. If Qwest does not receive payment for sums owing by the Due Date or as specified under Section 6.3 below, Qwest may also take one or more of the following actions immediately after notifying Customer: (a) refuse to accept additional Order Forms; or (b) temporarily suspend or limit (which may include stemming or skipping of voice traffic) any Services until Customer pays all past due amounts, including interest. Customer may not claim outage credits for any Service interruptions resulting from Qwest exercising its rights under this Section. If a payment default constitutes Cause, Qwest may also offset all amounts due, including interest, against: (i) any security instruments provided by Customer to Qwest; or (ii) any amounts that Qwest owes to Customer under any agreement between the parties.

3. **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.

4. **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: 06.01.09

Offer Management Director: 

Date: 5/29/09

Customer:

Qwest Corporation

By: 

Name: Steven Swain

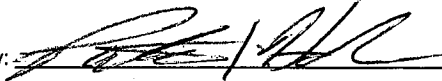
Title: Vice President - Finance

Date: 6/2/09

AMENDMENT NO. 16 TO
WHOLESALE SERVICES AGREEMENT

Customer:

Qwest Wireless, LLC

By: 

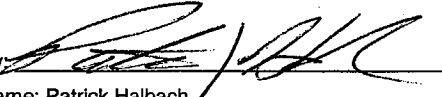
Name: Patrick Halbach

Title: Vice President - Finance

Date: 6/4/09

Customer:

Qwest Government Services, Inc.

By: 

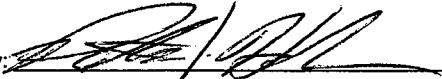
Name: Patrick Halbach

Title: Vice President - Finance

Date: 6/4/09

Customer:

Qwest Broadband Services, Inc.

By: 

Name: Patrick Halbach

Title: Vice President - Finance

Date: 6/4/09

Attachment A

(Authorized Affiliates)

Qwest Wireless, LLC

Qwest Government Services, Inc.

Qwest Broadband Services, Inc.