



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

December 21, 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 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 Company, LLC (QCC). This is Amendment 10 to the Dark Fiber Lease Agreement. Since Amendment 9 did not impact Washington, it was not filed but it is being provided along with Amendment 10 so that the Commission has a complete copy of the contract. This contract was filed under Docket No. 090310. 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

RECEIVED  
REGULATORY MANAGEMENT  
2009 DEC 22 AM 10:42  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

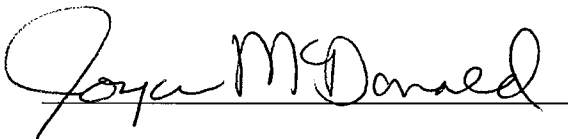
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 10 to the Dark Fiber Lease 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 21st day of December, 2009.

## **AMENDMENT NO. 9 TO DARK FIBER LEASE AGREEMENT**

This **AMENDMENT NO. 9 TO DARK FIBER LEASE AGREEMENT** ("Amendment No. 9") effective as of the date that this Amendment No. 9 is fully executed by the parties and subject to Section 34 of the underlying Agreement (the "Effective Date"), is by and between **QWEST COMMUNICATIONS COMPANY, LLC** a Delaware corporation ("Qwest"), and **QWEST CORPORATION**, a Colorado corporation ("Lessee").

### **RECITALS**

**WHEREAS**, Qwest and Lessee are parties to that certain Dark Fiber Lease Agreement, made and entered into as of August 17, 2005 (which, along with all of the exhibits, attachments and schedules thereto as amended, is referred to herein as the "Agreement");

**WHEREAS**, Qwest and Lessee desire to enter into this Amendment to amend and modify certain of the terms and conditions of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration provided herein, the parties, intending to be bound hereby, agree as follows:

### **AGREEMENT**

1. Section 2 of the Agreement is hereby amended to add the following:
  - 2.5 Qwest hereby leases to Lessee the Leased Fibers described in Exhibit A10 on the terms of, and subject to, the covenants and conditions set forth in this Agreement, including all Exhibits hereto. The Leased Fibers are located along the System Route described in Exhibit A10, attached hereto
2. Section 3 of the Agreement is hereby amended to add the following:
  - 3.6 In consideration of the lease by Qwest to Lessee, for those Leased Fibers set forth in Exhibit A10, commencing on the Acceptance Date, Lessee agrees to pay to Qwest a monthly lease fee of twelve thousand seven hundred twenty and 82/100 US Dollars (US \$12,720.82) (the "Amendment No.9 Lease Fee") for the Tucson NM to Gage NM route. The Amendment No. 9 Lease Fee shall be inclusive of any fees related to Scheduled Maintenance services. All Lease Fee payments shall be paid monthly in advance with the first payment due on or before the Acceptance Date. The Lease Fee for any partial period shall be prorated based on the number of days in that period. Except as expressly set forth herein, the Lease Fee shall not be refundable.
  - 3.7 The Lease Fee and any subsequent amendment lease fee(s), including the Amendment No. 2 Lease Fee are collectively referred to as the "Lease Fee").

3. Section 4.1 of the Agreement is hereby deleted and replaced with the following:
  - 4.1 Qwest will use commercially reasonable efforts to deliver the Leased Fibers set forth in Exhibit A within ninety (90) days following the Effective Date of the Agreement. Qwest will use commercially reasonable efforts to Deliver the Leased Fibers set forth in Exhibit A2, Amendment No. 1, Exhibit A3, Amendment No. 2, Exhibit A4, Amendment No. 3, Exhibit A5, Amendment No. 4, Exhibit A6, Amendment No. 5, Exhibit A7, Amendment No. 6, Exhibit A8, Amendment No. 7, Exhibit A9, Amendment No. 8, Exhibit A10, Amendment No. 9 within ninety (90) days following the Effective Date of the corresponding Amendment.
  
4. Section 5.1 of the Agreement is hereby deleted and replaced with the following:
  - 5.1 The Provo, UT to Price, UT System Route referenced in Exhibit A shall have a segment term of 60 months from the effective date of the Agreement. The Provo, UT to Price, UT System Route referenced in Exhibit A2 shall have a segment term of 12 months from the Effective Date of Amendment No.1. The Denver, CO to Albuquerque, NM System Route referenced in Exhibit A3 shall have a segment term of 60 months from the effective date of Amendment No.2. The El Paso, TX to Gary, NM System Route reference in Exhibit A4 shall have a segment term of 240 months from the effective date of Amendment No. 3. The El Paso to Gary NM system Route referenced in Exhibits A5 shall have a segment term of 240 months from the effective date of Amendment 4. The El Paso to Gary NM system route referenced in Exhibit A6 shall have a segment term for 60 months from the effective date of Amendment No. 5. The Hillsboro OR to Hillsboro OR system route referenced in Exhibit A7 shall have a segment term of 60 months from the effective date of Amendment No. 6. The Des Moines, IA to Omaha, NE system route referenced in Exhibit A8 shall have a segment term of 60 months from the effective date of Amendment No. 7. The Seattle WA to Redmond WA and the Bellevue WA to Redmond WA system route referenced in Exhibit A9 shall have a segment term of 60 months from the effective date of Amendment No. 8. The Tucson NM to Gage NM system route referred to in Exhibit A10 shall have a segment term of 60 months from the effective date of Amendment No. 9. Each Term referenced in this section 5.1, shall be subject to Section 5.2 (the applicable "Initial Term"). If neither party provides written notice terminating the Segment Route to the other party at least ninety (90) days prior to the expiration of the applicable Initial Term, the applicable Segment Route shall continue on a month-to-month basis (each month being a "Renewal Term") at the then-existing charges unless terminated by either party upon no less than thirty (30) calendar days prior written notice to the other party. Each applicable Initial Term and any resulting Renewal Term(s) are collectively referred to as (the applicable "Term.") During any Renewal Term, Lessee shall be bound by the terms hereof. This Agreement shall continue until the last to expire applicable Term.
  
5. Section 19 of the Agreement is hereby amended to add the following:

19.4 Notwithstanding the foregoing, on the Tucson NM to Gage NM System Route as set forth in Exhibit A10 Lessee may, at any time during the applicable Term hereof and upon notice to Qwest, terminate its use of the fibers and abandon its rights under this Agreement. Such notice shall specify an effective date for such termination and thereafter Qwest shall have no obligations under this Agreement for operation and maintenance services or other obligations the date for payment or performance of which have not accrued as of the effective date of termination. No termination made under this provision shall obligate Qwest to return to Lessee any portion of the Lease Fee or any other payment made prior to the effective date of termination.

6. All references in the Agreement to "Exhibit A, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6, Exhibit A7, and Exhibit A8" shall be deleted and replaced with the following: "Exhibit A, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6, Exhibit A7, Exhibit A8, Exhibit A9 and Exhibit A10".

7. The Agreement, as amended by this Amendment No. 9, constitutes the complete agreement of the Parties concerning the subject matter hereof, and supersedes any prior written or verbal statements, representations, letters or agreements concerning the subject matter hereof.


8. In the event of any inconsistencies between the terms of this Amendment No. 9 and the terms of the Agreement, the terms of this Amendment No. 9 shall control.

9. This Amendment No. 9 shall be effective as of the Effective Date hereof, and shall be deemed to be incorporated by reference into the Agreement as of the Effective Date.

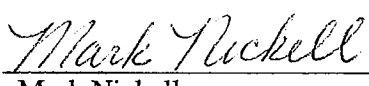
10. Except as expressly changed, revised, modified, altered or amended hereby, the Agreement shall remain in full force and effect in accordance with its terms and constitutes the legal and binding obligation of the parties.

11. In confirmation of their consent and agreement to the terms and conditions contained in this Amendment No. 9 and intending to be legally bound hereby, authorized representatives of the Parties have executed this Amendment No. 9 to the Agreement as of the dates set forth below.


**QWEST COMMUNICATIONS COMPANY, LLC**

By:   
Name: Greg Kunz  
Title: Director Construction Network Services  
Date: 10/2/09

and

By:   
Name: Mark Nickell  
Title: Manager Product Marketing  
Date: 10/01/09

**QWEST CORPORATION**

By:   
Name: Steven Swain  
Title: V.P.-Finance  
Date: 10/5/09

**EXHIBIT A10:  
DESCRIPTION OF SYSTEM ROUTE IN QWEST NETWORK**

<b>Number of Leased Fibers</b>	<b>Term</b>	<b>Qwest POP A (Address)</b>	<b>Qwest POP B (Address)</b>	<b>Estimated Route Miles</b>	<b>Annual Maintenance Fee</b>	<b>Total Leased Fibers Fee</b>
2	60 months from the Acceptance Date (as outlined in Amendment No. 9)	315 W. Pima St Tucson , New Mexico	3585 Gage Station UP 118.33 Gage, New Mexico	203.99	N/A	\$12,720.82 Per Month

## **AMENDMENT NO. 10 TO DARK FIBER LEASE AGREEMENT**

This **AMENDMENT NO. 10 TO DARK FIBER LEASE AGREEMENT** ("Amendment No. 9") effective as of the date that this Amendment No. 10 is fully executed by the parties and subject to Section 34 of the underlying Agreement (the "Effective Date"), is by and between **QWEST COMMUNICATIONS COMPANY, LLC** a Delaware corporation ("Qwest"), and **QWEST CORPORATION**, a Colorado corporation ("Lessee").

### **RECITALS**

**WHEREAS**, Qwest and Lessee are parties to that certain Dark Fiber Lease Agreement, made and entered into as of August 17, 2005 (which, along with all of the exhibits, attachments and schedules thereto as amended, is referred to herein as the ("Agreement");

**WHEREAS**, Qwest and Lessee desire to enter into this Amendment to amend and modify certain of the terms and conditions of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration provided herein, the parties, intending to be bound hereby, agree as follows:

### **AGREEMENT**

1. Section 2 of the Agreement is hereby amended to add the following:
  - 2.5 Qwest hereby leases to Lessee the Leased Fibers described in Exhibit A11 on the terms of, and subject to, the covenants and conditions set forth in this Agreement, including all Exhibits hereto. The Leased Fibers are located along the System Route described in Exhibit A11, attached hereto
2. Section 3 of the Agreement is hereby amended to add the following:
  - 3.6 In consideration of the lease by Qwest to Lessee, for those Leased Fibers set forth in Exhibit A11, commencing on the Acceptance Date, Lessee agrees to pay to Qwest a monthly lease fee of two thousand six hundred and no/100 US Dollars (US \$2,600) (the "Amendment No.10 Lease Fee") for the Seattle WA route. The Amendment No. 10 Lease Fee shall be inclusive of any fees related to Scheduled Maintenance services. All Lease Fee payments shall be paid monthly in advance with the first payment due on or before the Acceptance Date. The Lease Fee for any partial period shall be prorated based on the number of days in that period. Except as expressly set forth herein, the Lease Fee shall not be refundable.
  - 3.7 The Lease Fee and any subsequent amendment lease fee(s), including the Amendment No. 2 Lease Fee are collectively referred to as the "Lease Fee").



3. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

4.1 Qwest will use commercially reasonable efforts to deliver the Leased Fibers set forth in Exhibit A within ninety (90) days following the Effective Date of the Agreement. Qwest will use commercially reasonable efforts to Deliver the Leased Fibers set forth in Exhibit A2, Amendment No. 1, Exhibit A3, Amendment No. 2, Exhibit A4, Amendment No. 3, Exhibit A5, Amendment No. 4, Exhibit A6, Amendment No. 5, Exhibit A7, Amendment No. 6, Exhibit A8, Amendment No. 7, Exhibit A9, Amendment No. 8, Exhibit A10, Amendment No. 9, Exhibit A11, Amendment No. 10 within ninety (90) days following the Effective Date of the corresponding Amendment, within ninety (90) days following the Effective Date of the corresponding Amendment.

4. Section 5.1 of the Agreement is hereby deleted and replaced with the following:

5.1 The Provo, UT to Price, UT System Route referenced in Exhibit A shall have a segment term of 60 months from the effective date of the Agreement. The Provo, UT to Price, UT System Route referenced in Exhibit A2 shall have a segment term of 12 months from the Effective Date of Amendment No.1. The Denver, CO to Albuquerque, NM System Route referenced in Exhibit A3 shall have a segment term of 60 months from the effective date of Amendment No.2. The El Paso, TX to Gary, NM System Route reference in Exhibit A4 shall have a segment term of 240 months from the effective date of Amendment No. 3. The El Paso to Gary NM system Route referenced in Exhibits A5 shall have a segment term of 240 months from the effective date of Amendment 4. The El Paso to Gary NM system route referenced in Exhibit A6 shall have a segment term for 60 months from the effective date of Amendment No. 5. The Hillsboro OR to Hillsboro OR system route referenced in Exhibit A7 shall have a segment term of 60 months from the effective date of Amendment No. 6. The Des Moines, IA to Omaha, NE system route referenced in Exhibit A8 shall have a segment term of 60 months from the effective date of Amendment No. 7. The Seattle WA to Redmond WA and the Bellevue WA to Redmond WA system route referenced in Exhibit A9 shall have a segment term of 60 months from the effective date of Amendment No. 8. The Tucson NM to Gage NM system route referred to in Exhibit A10 shall have a segment term of 60 months from the effective date of Amendment No. 9. The Seattle WA system route referred to in Exhibit A11 shall have a segment term of 60 months from the effective date of Amendment No. 10. Each Term referenced in this section 5.1, shall be subject to Section 5.2 (the applicable "Initial Term"). If neither party provides written notice terminating the Segment Route to the other party at least ninety (90) days prior to the expiration of the applicable Initial Term, the applicable Segment Route shall continue on a month-to-month basis (each month

being a "Renewal Term") at the then-existing charges unless terminated by either party upon no less than thirty (30) calendar days prior written notice to the other party. Each applicable Initial Term and any resulting Renewal Term(s) are collectively referred to as (the applicable "Term.") During any Renewal Term, Lessee shall be bound by the terms hereof. This Agreement shall continue until the last to expire applicable Term.

5. Section 19 of the Agreement is hereby amended to delete 19.3 and 19.4 in their entirety and will be replaced with the following:

19.3 Either party may terminate Exhibits A2, A3, A4, A5, A6, A7, A8, A9, A10, and A11 for convenience, before the expiration date of the applicable Term, in its entirety or as to any portion of the Leased Fibers set forth in their respective Exhibits, with no less than sixty (60) calendar days prior notice to the other party.

6. All references in the Agreement to "Exhibit A" be deleted and replaced with the following: "Exhibit A, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, Exhibit A6, Exhibit A7, Exhibit A8, Exhibit A9, Exhibit A10 and Exhibit A11".

7. The Agreement, as amended by this Amendment No. 10, constitutes the complete agreement of the Parties concerning the subject matter hereof, and supersedes any prior written or verbal statements, representations, letters or agreements concerning the subject matter hereof.


8. In the event of any inconsistencies between the terms of this Amendment No. 10 and the terms of the Agreement, the terms of this Amendment No. 10 shall control.

9. This Amendment No. 10 shall be effective as of the Effective Date hereof, and shall be deemed to be incorporated by reference into the Agreement as of the Effective Date.

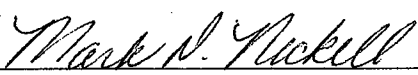
10. Except as expressly changed, revised, modified, altered or amended hereby, the Agreement shall remain in full force and effect in accordance with its terms and constitutes the legal and binding obligation of the parties.

11. In confirmation of their consent and agreement to the terms and conditions contained in this Amendment No. 10 and intending to be legally bound hereby, authorized representatives of the Parties have executed this Amendment No. 10 to the Agreement as of the dates set forth below.

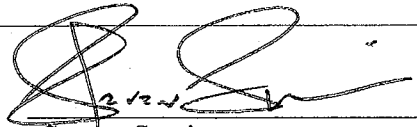
**QWEST COMMUNICATIONS COMPANY, LLC**

By:   
Name: Greg Kunz  
Title: Director Construction Network Services  
Date: 12/18/09

and

By:   
Name: Mark Nickell  
Title: Manager Product Marketing  
Date: 12/16/09

**QWEST CORPORATION**

By:   
Name: Steven Swain  
Title: V.P.-Finance  
Date: 12/21/09

**EXHIBIT A11:  
DESCRIPTION OF SYSTEM ROUTE IN QWEST NETWORK**

<b>Number of Leased Fibers</b>	<b>Term</b>	<b>Qwest POP A (Address)</b>	<b>Qwest POP B (Address)</b>	<b>Estimated Route Miles</b>	<b>Annual Maintenance Fee</b>	<b>Total Leased Fibers Fee</b>
144	60 months from the Acceptance Date (as outlined in Amendment No. 10)	Manhole 2A, stn 7+5 on dwg RING 4-4 Seattle, WA	Manhole 2B, stn 2+63 on dwg RING 5-2 Seattle, WA	700 feet	N/A	\$2,600.00 Per Month