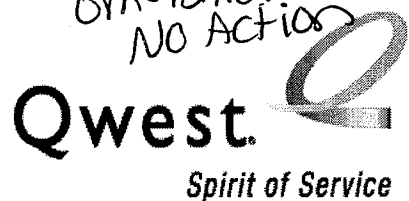


Amendment to  
UT-041379-AF  
0m-12/10/09  
NO ACTION



**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

October 27, 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 Company, LLC (QCC). This is Amendment 20 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,

for Mark Reynolds

Enclosures

RECEIVED  
REGULATORY MANAGEMENT  
2009 OCT 28 AM 9:08  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

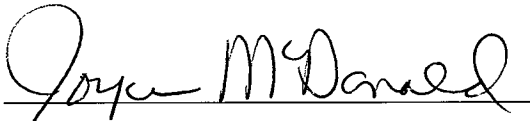
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 20 to the Wholesale Services 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 27th day of October, 2009.

**AMENDMENT NO. 20 TO  
WHOLESALE SERVICES AGREEMENT**

**THIS AMENDMENT NO. 20** (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.<sup>1</sup> The service descriptions and related rate exhibits set forth in Exhibit(s) T-2 attached to this Amendment (the "New Services") shall be added to the Amendment and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibits T-2 (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and 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 business day of Customer's next full monthly billing cycle following the Amendment Effective Date, provided, however that the rates for any Old Services in place as of the Amendment Effective Date shall continue to apply until the expiration of the applicable service term for such Old Services and until changed pursuant to Customer order.

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.

<sup>1</sup> 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.

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: 10.15.09

Offer Management Director: 

Date: 10/15/09

**Customer:**

**Qwest Corporation**

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 10/15/09

**ATTACHMENT T-2  
LOCAL ACCESS SERVICE  
QWEST WHOLESALE SERVICES AGREEMENT**

**1. Special Pricing.**

**1.1 As of the Effective Date of Amendment No. 8 to the Agreement, the following Terms and Conditions shall apply:**

Customer shall be eligible to receive special pricing for the new On-Net Access Services (as defined in Exhibit T), at the rates, conditions, circuits types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits a Service Order Form (as defined in Exhibit T). The Specially Priced Circuits 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.

Location Service Address	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
910 15 <sup>th</sup> Street Suite 400 Denver, CO 80202 (NPA-NXX) 303-571	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00
400 Tijeras Ave 3 <sup>rd</sup> Floor Albuquerque, NM 87102 (NPA-NXX) 505-246	2.5G	Sixty (60) Consecutive Months	\$0.00	\$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 On-Net Access Service for the Specially Priced Circuits at Qwest's then-current rates.

**1.2 As of the Effective Date of Amendment No. 17 to the Agreement, the following Terms and Conditions shall apply:**

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than July 31, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
6490 S Quebec St Englewood, CO 80111 NPA/NXX: 303/694	GiGE	12 Consecutive Months	\$4,560.00	\$0.00
1122 3D Seattle, WA 98101 NPA/NXX: 206/223	GiGE	12 Consecutive Months	\$1,933.00	\$0.00
225 Williams S Renton, WA 98055 NPA/NXX: 425/251	GiGE	12 Consecutive Months	\$1,650.00	\$0.00
25 S 5 <sup>th</sup> St Tempe AZ 85281 NPA/NXX: 480/894	GiGE	12 Consecutive Months	\$20,333.00	\$0.00

\*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.

**ATTACHMENT T-2  
LOCAL ACCESS SERVICE  
QWEST WHOLESALE SERVICES AGREEMENT**

1.3 As of the Effective Date of Amendment No. 20 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than 45 days from October 12, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
126 E Alameda St Tucson, AZ 85701 NPA/NXX: 520/206	GiGE	12 Consecutive Months	\$4,360.00	\$0.00
8545 E Broadway Blvd Tucson, AZ 85710 NPA/NXX: 206/223	GiGE	12 Consecutive Months	\$9761.00	\$0.00
118 S 19 St Omaha, NE 68102 NPA/NXX: 402/220	GiGE	12 Consecutive Months	\$8709.00	\$0.00
1119 N 90 <sup>th</sup> St Omaha, NE 68114 NPA/NXX: 402/391	GiGE	12 Consecutive Months	\$8709.00	\$0.00

\*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.