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STATE OF WASH.  
UTIL. AND TRANSP.  
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Verizon Northwest Inc.

P.O. Box 1003  
Everett, WA 98206-1003  
Fax: 425-261-5262

February 28, 2007

Ms. Carole J. Washburn,  
Executive Secretary  
Washington Utilities and  
Transportation Commission  
Chandler Plaza Building  
1300 S. Evergreen Park Drive SW  
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 312**  
**Ref. UT-051247**

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Amendment 25 to a Telecommunications Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications Services, Inc. Most recently, Verizon Northwest filed amendment 21 with the Commission. Amendments 22, 23 and 24 to this multi-company, multi-state agreement did not involve Verizon Northwest. Note also that notwithstanding the footer on the document, the company is not requesting confidential treatment.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter".

Richard E. Potter  
Director  
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 25 to a Telecommunications Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications Services, Inc.

Richard E. Potter Date: 2.28.07

Richard E. Potter  
Director  
Verizon Northwest Inc.

**AMENDMENT 25  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI COMMUNICATIONS SERVICES, INC.**

This Amendment 25 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, a Delaware corporation, with offices at 6929 North Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider") and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. McArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective as of the date set forth below.

**1. EFFECTIVE DATE.**

This Amendment 25 shall be effective upon the execution by both parties (the "Amendment 25 Effective Date").

**2. PRIOR AMENDMENT.**

The parties previously entered into Amendment 20, which created a new Section 41 adding WAVELENGTH Service to the Agreement. As of the Amendment 25 Effective Date, the parties agree to delete Section 41 created by Amendment 20 in its entirety and replace it with the new Section 41 created by this Amendment 25.

**3. AGREEMENT MODIFICATION.**

3.1 ADD a new Section 41, US WAVELENGTH Service, to Exhibit C as set forth in Attachment 1 of this Amendment.

**4. OTHER TERMS AND CONDITIONS.**

Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments thereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment 25 as of the date set forth above.

**MCI COMMUNICATIONS SERVICES, INC.**

By: Kay L. Wulf  
(Signature)

Kay Wulf  
(Print Name)

Div. VP, Business Operations Support  
(Title)

2/15/07  
(Date)

**VERIZON SERVICES ORGANIZATION INC.**

By: [Signature]  
(Signature)

Scott C. Pierce  
(Print Name)

Executive Director  
(Title)

February 13, 2007  
(Date)

**ATTACHMENT 1**

**(ADD THE FOLLOWING AS A NEW SECTION 41 TO EXHIBIT C)**

**41. US WAVELENGTH SERVICE**

**41.1 Scope.** Upon Customer's request and where available, Provider will provide and Customer agrees to pay for 2.5 or 10 Gbps Option 1 Type I interLATA or intraLATA optical circuits delivered as a protected or unprotected signal using Dense Wave Division Multiplexing (DWDM) and Optical Add/Drop Multiplexing (OADM) technology ("US WAVELENGTH Service"). US WAVELENGTH Service is delivered using one of several option interfaces, including without limitation, GigE, OC-48 SONET, OC-192 SONET, ESCON, FICON and Fiber Channel.

**41.2 Charges for US WAVELENGTH Service.** Customer's charges for US WAVELENGTH Service will be as set forth below.

- 41.2.1** Monthly Recurring Charge: \$19.35 per mile per circuit.
- 41.2.2** Nonrecurring Charge: Customer agrees to pay Verizon a one-time charge of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) each time a new node or location is inserted into an existing ring.
- 41.2.3** Customer also agrees to pay Verizon additional charges, as mutually agreed to by both parties and in accordance with the affiliate transaction requirements set forth in 47 CFR, Parts 32 and 64, including without limitation, any extraordinary charges associated with the provisioning of US WAVELENGTH Service (e.g., capital expenditures or other charges related to unforeseen circumstances).