

Amendment 1
UT-081310-AF
Com-6124110
No Action
verizon

Verizon Northwest Inc.

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

May 7, 2010

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

2010 MAY 11 AM 8:21
OFFICE OF THE
CLERK OF THE
WASHINGTON
UTILITIES AND
TRANSPORTATION
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 424
Ref: Docket No. UT-081310

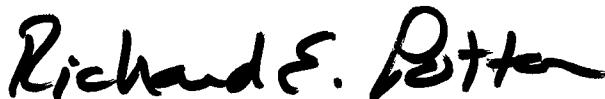
To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 1 to a Billing Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Wireless. The amendment extends the term of the agreement.

The footer notwithstanding, the companies are not seeking confidential treatment of this document.

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

Very truly yours,



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 1 to a Billing Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 5.7.10

Richard E. Potter
Director
Verizon Northwest Inc.

**Billing Services Agreement
Amendment 1**

**AMENDMENT ONE TO THE
BILLING SERVICES AGREEMENT
BETWEEN
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS,
VERIZON SERVICES CORP.
AND GTE WIRELESS INCORPORATED**

THIS AMENDMENT ONE (this "Amendment"), dated as of April 9, 2010 (the "Amendment Effective Date"), amends the Billing Services Agreement, dated as of May 1, 2008, by and between Verizon Services Corp., with offices at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated Incumbent Local Exchange Carriers (individually and collectively, "Verizon"), CELLCO Partnership d/b/a Verizon Wireless, with offices at One Verizon Way, Basking Ridge, New Jersey 07920 ("VZ Wireless") and GTE Wireless Incorporated, with offices at One Verizon Way, Basking Ridge, New Jersey 07920 ("GTE Wireless" and, together with VZ Wireless, "Carrier"). Verizon and Carrier may be referred to hereinafter each, individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Section 8.1 of the Agreement, the termination date of the Agreement is currently April 30, 2010; and

WHEREAS, the Parties wish to extend the expiration date of the Agreement until October 31, 2010.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be bound, hereby agree as follows:


1. **Amendment to the Agreement.** Section 8.1 of the Agreement is hereby amended by replacing "April 30, 2010" with "October 31, 2010".
2. **Effective Date of the Amendment.** This Amendment shall become effective as of the Amendment Effective Date. Notwithstanding the foregoing, to the extent that any state (or District of Columbia) statute, order, rule or regulation or any regulatory agency having competent jurisdiction over any party to this Amendment requires that this Amendment be filed with or approved by such regulatory agency before the Amendment may be effective, this Amendment shall not be effective in such state (or the District of Columbia) until the first Business Day after such approval or filing shall have occurred.
3. **Scope of Amendment.** This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth in this Amendment, the rates, terms and conditions of the Agreement shall remain in full force and effect.
4. **Conflict between this Amendment and the Agreement.** This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

6. Captions. The parties hereto acknowledge that the captions in this Amendment have been inserted solely for the convenience of reference and in no way define or limit the scope or substance of any rate, term or condition of this Amendment.
7. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against any party hereto.
8. Capitalized Terms. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
9. Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the parties hereto.
10. Waivers. A failure or delay of any party hereto to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

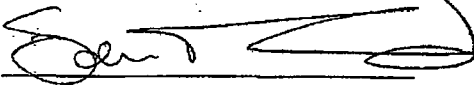
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment One to be signed by their authorized representatives, executed as of the Amendment Effective Date.

VERIZON SERVICES CORP.

By: 
Name: David J. Goldhirsch
Title: Director
Date: 4/27/2010

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

By: 
Name: John Townsend
Title: VP & CFO
Date: 5-5-10

GTE WIRELESS INCORPORATED

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties have caused this Amendment One to be signed by their authorized representatives, executed as of the Amendment Effective Date.


VERIZON SERVICES CORP.

By: _____
Name:
Title:
Date: _____

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

By: _____
Name:
Title:
Date: _____

GTE WIRELESS INCORPORATED

By: 
Name: RICK ALICANDRI
Title: DIRECTOR
Date: 4/26/10