

Amendment 23
UT-041379-AF
08-10/14/10
NO ACTION
Qwest.
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

August 27, 2010

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 23 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

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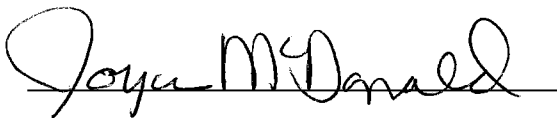
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 23 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 L. McDonald". The signature is written in black ink and is positioned above the printed name.

Joyce L. McDonald

Dated at Seattle this 27th day of August, 2010.

**AMENDMENT NO. 23 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 23 (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.¹ The service descriptions and related rate exhibits set forth in Exhibit(s) PL2 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 PL2 (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.

2. 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.

3. 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.

¹ 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: 08/25/10

Offer Management Director:  _____

Date: 8/24/10

Customer:

Qwest Corporation

By:  _____

Name: Steven Swain

Title: Vice President - Finance

Date: 8/26/10

**EXHIBIT PL2-QWAVE
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

1. PRICING. The prices quoted are for the Qwest QWave Private Line Service. Customer is responsible for all interconnection costs to these locations. Additional charges associated with Local Access Service may also apply. Unless otherwise specified herein, the QWave Private Line Service(s) are not eligible for any additional rebates, credits, promotions or discounts and are provided subject to capacity and availability as determined by Qwest in its sole discretion.

1.1 Agreement/Amendment No 22 Pricing Terms and Conditions. Customer will pay the following MRCs and installation NRCs for the QWave Private Line Service(s) as designated in the table(s) below.

On-Net to On-Net Metro QWave Private Line Service					
On-Net Location A	On-Net Location Z	Bandwidth	Initial Service Term	MRC for Each On-Net to On-Net Metro Circuit	Installation NRC for Each On-Net to On-Net Metro Circuit*
114 S. Willson Ave Bozeman, MT 59715 406/522 QCC FDP	3011 2nd Ave N Billings, MT 59101 406/248 QCC FDP	10GbE	36 Consecutive Months	\$4050.00	\$0.00
114 S. Willson Ave Bozeman, MT 59715 406/522 QCC FDP	3011 2nd Ave N Billings, MT 59101 406/248 QCC FDP	10GbE	60 Consecutive Months	\$3000.00	\$0.00
441 N. Park Ave Helena, MT 59601 406/449 QCC FDP	2398 Coal Mine Rd Missoula, MT 59802 406/237 QCC FDP	10GbE	36 Consecutive Months	\$4050.00	\$0.00
441 N. Park Ave Helena, MT 59601 406/449 QCC FDP	2398 Coal Mine Rd Missoula, MT 59802 406/237 QCC FDP	10GbE	60 Consecutive Months	\$3000.00	\$0.00
1912 Central Ave Cheyenne, WY 82001 307/635 QCC FDP	103 N. Durbin St Casper, WY 82601 307/253 Telco Room	10GbE	36 Consecutive Months	\$4050.00	\$0.00
1912 Central Ave Cheyenne, WY 82001 307/635 QCC FDP	103 N. Durbin St Casper, WY 82601 307/253 Telco Room	10GbE	60 Consecutive Months	\$3000.00	\$0.00

**EXHIBIT PL2-QWAVE
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

114 S. Wilson Ave Bozeman, MT 59715 406/522 QCC FDP	3011 2nd Ave N Billings, MT 59101 406/248 QCC FDP	10GbE	36 Consecutive Months	\$4050.00	\$0.00
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*Qwest will waive the installation NRCs for the On-Net to On-Net Metro QWave Private Line Service(s) specifically set forth in the table immediately above ordered with an Initial Service Term of 36 consecutive months or greater ("Waived NRCs"). If any such On-Net to On-Net Metro QWave Private Line Service is Terminated by Customer without Cause, or by Qwest for Cause, prior to the expiration of its Initial Service Term, Customer agrees to pay Qwest the amount of any Waived NRCs, in addition to any other early termination liability due under the Agreement or Exhibit PL.

Long Haul QWave Private Line Service^{††}

POP Location A	POP Location Z	Bandwidth	Initial Service Term	MRC for Each Long Haul Circuit	Installation NRC for Each Long Haul Circuit*
400 Tijeras Ave NW Albuquerque, NM 87102	910 15 th St Denver, CO 80202	10GbE	36 Consecutive Months	\$3226.00	\$20,000.00

To obtain pricing in the table above, Long Haul QWave Private Line Service, Customer must order a minimum of three circuits.

^{††}Wavelength local access service or Ethernet local access service associated with Long Haul QWave Private Line Service is defined in, and subject to the terms and conditions of, Service Exhibit T.

*Qwest will waive the installation NRCs for the Long Haul QWave Private Line Service(s) specifically set forth in the table immediately above ordered with an Initial Service Term of 36 consecutive months or greater ("Waived NRCs"). If any such Long Haul QWave Private Line Service is Terminated by Customer without Cause, or by Qwest for Cause, prior to the expiration of its Initial Service Term, Customer agrees to pay Qwest the amount of any Waived NRCs, in addition to any other early termination liability due under the Agreement or Exhibit PL.

1.2 Agreement/Amendment No 23 Pricing Terms and Conditions. Customer will pay the following MRCs and installation NRCs for the QWave Private Line Service(s) as designated in the table(s) below.

On-Net Location A	On-Net Location Z	Bandwidth	Initial Service Term	MRC for Each On-Net to On-Net Metro Circuit	Installation NRC for Each On-Net to On-Net Metro Circuit*
501 W. 2 nd Ave Spokane, WA 99201 509/363 QCC MMR	8 S. 2 Ave Yakima, WA 98902 509/249 MMR	10GbE	60 Consecutive Months	\$2,950.00	\$0.00

To obtain pricing in the table above, QWave Private Line Service, Customer must order a minimum of two circuits.

**EXHIBIT PL2-QWAVE
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

*Qwest will waive the installation NRCs for the On-Net to On-Net Metro QWave Private Line Service(s) specifically set forth in the table immediately above ordered with an Initial Service Term of 36 consecutive months or greater ("Waived NRCs"). If any such On-Net to On-Net Metro QWave Private Line Service is Terminated by Customer without Cause, or by Qwest for Cause, prior to the expiration of its Initial Service Term, Customer agrees to pay Qwest the amount of any Waived NRCs, in addition to any other early termination liability due under the Agreement or Exhibit PL.

2. ANCILLARY CHARGES. In addition to the foregoing QWave Private Line Service rates, Customer will pay to Qwest the following additional charges, as applicable.

2.1 Expedite Charges for On-Net Services[†] (NRC Per Expedited Order).

Circuit Speed	Expedite Charge
All Speeds	\$1,800

[†]Expedite charges associated with Off-Net services are not included in the table above and will be provided on an ICB.

2.2. Order Change Charges (NRC Per Changed Order).

Circuit Speed	Order Change Charge
All Speeds	\$1,500

2.3. Order Cancellation Charges (NRC Per Cancelled Order).

Circuit Speed	Order Cancellation Charge
All Speeds	\$1,000

2.4 Termination Liability Charge.

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay Qwest the following "Termination Liability Charge":

- a. 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term; plus
- b. 35% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- c. 100% of any Service NRCs that were previously waived or discounted by Qwest.