

Amendment 2
UT-041849-AF
am-9/30/10
No Action
Qwest.
Spirit of Service

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

August 19, 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 agreements between Qwest Corporation (QC) and Qwest LD Corp. (QLDC). The first agreement is Amendment #2 to the Agreement For The Provision of Billing and Collection Services for Message Telephone Service (MTS). The second agreement is Amendment #3 to the Agreement For The Provision of Billing and Collection Services for Message Telephone Service (MTS). Amendment #3 was necessary because Amendment #2 inadvertently omitted the language regarding effective dates in Washington. The original contract was filed under Docket No. UT-041849. 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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RECEIVED
OFFICE OF THE
SECRETARY
WASHINGTON UTILITIES
AND TRANSPORTATION
COMMISSION

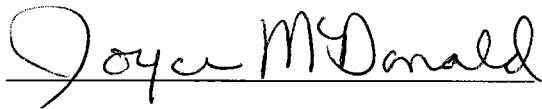
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 Amendments #2 and #3 to the Agreement For The Provision Of Billing And Collection Services For Message Telephone Service (MTS) describe the affiliate arrangement between Qwest Corporation and Qwest LD Corp.

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 19th day of August, 2010.

**AMENDMENT #2 TO THE AGREEMENT FOR THE
PROVISION OF BILLING AND COLLECTION SERVICES FOR
MESSAGE TELEPHONE SERVICE (MTS)**

This Amendment #2 ("Amendment") by and between Qwest Corporation ("Qwest") and Qwest LD Corp. ("QLDC") amends the Agreement for the Provision of Billing and Collection Services for Message Telephone Service (MTS) between QLDC and Qwest which became effective on December 1, 2004, as may have been previously amended by amendment or addenda (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

WHEREAS, the Agreement provides that it may be amended by the Parties pursuant to Section 21; and

WHEREAS, the Parties wish to amend the Agreement as described below.

NOW THEREFORE, the Parties agree as follows:

1. **Description of Services.** The following is added at the end of Section I. (Invoice-Based Billing Services) of Exhibit B to the Agreement:
 - I. **End User Bill Copies** is an optional Service whereby QLDC may request copies of QLDC's section of End User bills containing QLDC-billed charges.
2. **Custom Request Service - Price Lists.** The following is added at the end of Section II. (Custom Request Service - Price List) of Exhibit C to the Agreement:

Custom Request Services - Recurring Rate Elements

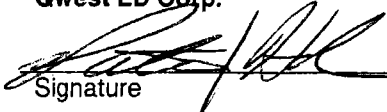
Service Name	Unit	Price Per Unit
A. Bundled Service Charges (actual bundled product name will be listed on the B&C Invoice)	Per Bill Issued	\$ 0.035

Bundled Service Charges is an optional Service whereby Qwest will combine the monthly recurring charge for QLDC long distance telecommunications services with the monthly recurring charge for Qwest local telecommunications services when each of QLDC's and Qwest's services are bundled together under a bundling plan, initially to include, but not limited to, the Home Phone Unlimited Bundle and the Core Connect Unlimited Bundle, so that a single monthly recurring charge for such bundled services is displayed on the End User's bill.

3. **Miscellaneous.** This Amendment will become effective as of the date it is executed by both Qwest and QLDC and is incorporated by reference into the Agreement. All other terms and conditions in the Agreement will 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 in this Amendment, and in the event there are any inconsistencies between the two documents, the terms of the Agreement will control.

IN WITNESS WHEREOF, the undersigned Parties have read and agree to the terms and conditions set forth in this Amendment.

Qwest LD Corp.


Signature

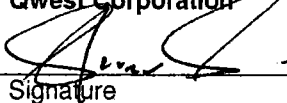
Patrick Halbach

Name Typed or Printed

VP - Assistant Controller
Title

8/16/10
Date

Qwest Corporation


Signature

Steven Swain

Name Typed or Printed

VP - Finance
Title

8/16/10
Date

**AMENDMENT #3 TO THE AGREEMENT FOR THE
PROVISION OF BILLING AND COLLECTION SERVICES FOR
MESSAGE TELEPHONE SERVICE (MTS)**

This Amendment #3 ("Amendment") by and between Qwest Corporation ("Qwest") and Qwest LD Corp. ("QLDC") amends the Agreement for the Provision of Billing and Collection Services for Message Telephone Service (MTS) between QLDC and Qwest which became effective on December 1, 2004, as may have been previously amended by amendment or addenda (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

WHEREAS, the Agreement provides that it may be amended by the Parties pursuant to Section 21; and

WHEREAS, the Parties wish to amend the Agreement as described below.

NOW THEREFORE, the Parties agree as follows:

3. **Miscellaneous.** Is deleted in its entirety and replaced with the following:

This Amendment shall be effective as of the date when it has been signed by both parties unless if under applicable law, this Amendment or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to the jurisdiction having such requirements until such filings have occurred ("the Amendment Effective Date"). At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, the Amendment Effective Date for this Amendment shall take effect with respect to the State of Washington when it is filed with Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the undersigned Parties have read and agree to the terms and conditions set forth in this Amendment.

Qwest LD Corp.



Signature

Patrick Halbach

Name Typed or Printed

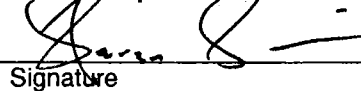
VP - Assistant Controller

Title

8/17/10

Date

Qwest Corporation



Signature

Steven Swain

Name Typed or Printed

VP - FINANCE

Title

8/16/10

Date