

Amendment 2
UT-100197-AF

Om-7115/10
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

June 4, 2010

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

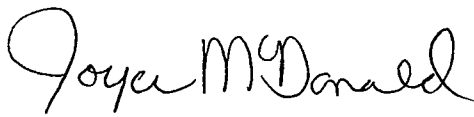
RE: WAC 480-120-375 Affiliated Interest Agreement

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 2 to the Qwest Wholesale Broadband Service Agreement. The original contract was filed under Docket No. UT-100197. 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

2010 JUN -7 AM 10:58
COMMUNICATIONS
DIVISION

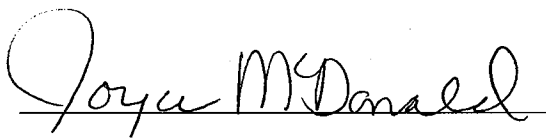
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 2 to the Qwest Wholesale Broadband Service Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

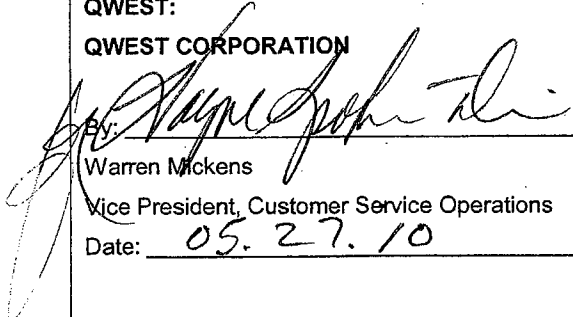
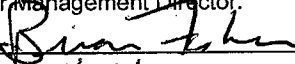
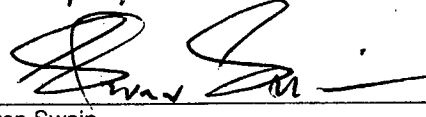

A handwritten signature in cursive script that reads "Joyce L. McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 4th day of June, 2010.

**AMENDMENT NO. 2 TO
QWEST WHOLESALE BROADBAND SERVICE AGREEMENT**

THIS AMENDMENT NO. 2 (this "Amendment") by and between **Qwest Corporation** ("Qwest" or "QC") and **Qwest Communications Company, LLC** ("Customer"), hereby amends the Qwest Wholesale Broadband Services Agreement, dated effective as of January 29, 2009, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

<p>QWEST: QWEST CORPORATION</p> <p>By:  Warren Mickens Vice President, Customer Service Operations Date: <u>05.27.10</u></p> <p>Offer Management Director: By:  Date: <u>5/27/10</u></p> <p>By:  Steven Swain Vice President, Finance Date: <u>5/27/10</u></p>	<p>CUSTOMER: QWEST COMMUNICATIONS COMPANY, LLC</p> <p>By:  Patrick Halbach VP Assistant Controller Finance Date: <u>6/2/10</u></p>
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Qwest and Customer wish to amend the Agreement by:

1. Deleting section 2.1 Term/Termination in its entirety and replacing it with the following:

This Agreement is effective on the Effective Date and will continue for one year from the first full calendar month after the Effective Date (the "Initial Term"); 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 filings have occurred. At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. Upon expiration of the Initial Term, this Agreement will continue under the same terms and conditions (the "Renewal Term"), except that this Agreement may be terminated as of the expiration of the Initial Term or at any time during the Renewal Term by either party upon ninety (90) days' prior written notice to the other party. The Initial Term and the Renewal Term are collectively referred to as the "Term" in this Agreement. Upon any termination of this Agreement, the Services may continue on a month-to-month basis under the Subscriber Agreement at the full then-current applicable month-to-month rates set forth in the Rate Cards, unless the parties execute a new agreement providing different terms.