


Amendment 2  
UT-101632-AF  
05-16/30/11  
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

May 18, 2011

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 Government Services, Inc. (QGSI). This is Amendment No. 2 to the Office Lease (QC as Landlord, QGSI as Tenant) which was filed under Docket No. UT-101632. Also enclosed is a verified statement. This letter is a replacement to the letter date May 17, 2011 as the letter stated this was a new agreement when in fact it was Amendment 2 to the agreement.

Please call Frances Bendever on 303-382-8154 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

RECEIVED  
RECORDS MANAGEMENT  
2011 MAY 19 AM 11:00  
STATE OF WASH  
UTIL. AND TRANSP  
COMMISSION

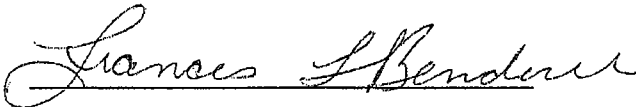
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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.

Frances L. Bendever, Senior Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment 2 to the Office Lease describes the affiliate arrangement between Qwest Corporation and Qwest Government Services, Inc.

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

Frances L. Bendever

Dated at Denver this 18<sup>th</sup> day of May, 2011.

AMENDMENT NO. 2  
TO  
OFFICE LEASE  
(QC as landlord, QGSI as tenant)

THIS AMENDMENT NO. 2 TO OFFICE LEASE (this "Amendment 2") is made effective as of the last date of signature below, by and between Qwest Corporation, a Colorado corporation ("QC") and Qwest Government Services, Inc. a Colorado corporation ("QGSI"). QC and QGSI are sometimes together referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain OFFICE LEASE (QC as landlord, QGSI as tenant) dated as of August 19, 2010 (the "Lease"); and

WHEREAS the Parties wish to modify the terms of the Lease.

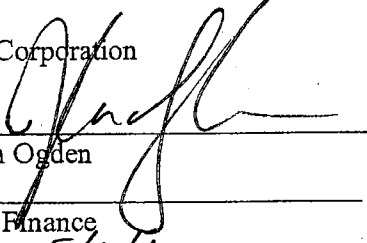
AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.
2. Filings. Effective Date of Amendment if under applicable law, this Proposal or notice thereof must be filed with a governmental entity, including but not limited to a state public utility commission, this Proposal shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.
3. Building Locations and Rent Rates. The Parties wish to modify building locations and rent rates provided in the Lease. Accordingly, Exhibit A is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
4. Confirmation of Lease. Except as expressly modified by this Amendment 2, the Lease remains in full force and effect in accordance with its terms.
5. Counterparts and Facsimile Signatures. This Amendment 2 may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be and will constitute and be treated as, an original signed document or counterpart, as applicable. Qwest will provide the Agreement or any amendment thereto for execution.

By signing below, each of the Parties hereby indicates its acceptance of and agreement to the terms and conditions of this Amendment 2.

Qwest Corporation

By:  \_\_\_\_\_

John Ogden

Title: \_\_\_\_\_

VP Finance

Date: 5/11/11 \_\_\_\_\_

Qwest Government Services, Inc

By: \_\_\_\_\_

Patrick Halbach

Title: \_\_\_\_\_

VP Assistant Controller

Date: \_\_\_\_\_

By signing below, each of the Parties hereby indicates its acceptance of and agreement to the terms and conditions of this Amendment 2.

Qwest Corporation

By: \_\_\_\_\_

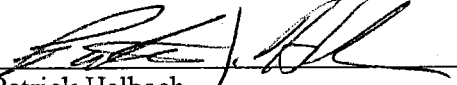
John Ogden

Title: \_\_\_\_\_

VP Finance

Date: \_\_\_\_\_

Qwest Government Services, Inc

By:  \_\_\_\_\_

Patrick Halbach

Title: \_\_\_\_\_

VP Assistant Controller

Date: 4/26/11

**EXHIBIT A**  
**to Office Lease**  
**between Qwest Corporation, as Landlord,**  
**and Qwest Government Services, Inc. as Tenant**

**Building Locations, Premises Descriptions, Furniture Charges and Monthly Rent**

				Space	Furniture
				Rate	Rate
				Per SqFt Per Mth	Per SqFt Per Mth
ADDID	Street	CITY	ST	FMV	FMV
143133	21011 N 27TH AVE	PHOENIX	AZ	1.30	0.06
220160	308 E PIKES PEAK AVE	COLORADO SPRINGS	CO	1.55	0.06
231001	931 14TH ST	DENVER	CO	2.11	0.06
231055	1801 CALIFORNIA ST	DENVER	CO	2.11	0.06
235106	700 W MINERAL AVE	LITTLETON	CO	1.50	0.06
E90495	9311 SAN PEDRO AVE	SAN ANTONIO	TX	1.67	0.06
M11038	200 S 5TH ST	MINNEAPOLIS	MN	1.50	0.06
R00799	8021 SW CAPITOL HILL RD	PORTLAND	OR	1.52	0.06
W00946	1600 7TH AVE	SEATTLE	WA	2.04	0.06