

Amendment 28
UT-041379-AF
Om-4/28/11
No Action
Qwest.
Spirit of Service

Qwest Corporation

1600 7th Avenue, Room 1506
Seattle, Washington 98191
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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

March 17, 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 Communications Company, LLC (QCC). This is Amendment No. 28 to 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

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 No. 28 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script, reading "Joyce McDonald", written over a horizontal line.

Joyce L. McDonald

Dated at Seattle this 17th day of March, 2011.

**AMENDMENT NO. 28 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 28 (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 Attachment T-2 to Exhibit T² 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, Attachment T-2 to Exhibit T (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.

4. Counterparts and Facsimile Signatures. This Agreement 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.

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.

² Reference in prior amendments to Exhibit T-2 will be Attachment T-2 to Exhibit T.

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WHOLESALE SERVICES AGREEMENT

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: [Signature]

Warren Mickens

Vice President, Customer Service Operations

Date: 3/11/11

Offer Management Director

Date: 3/9/11 [Signature]

Customer:

Qwest Corporation

By: [Signature]

Name: Steven Swain

Title: Vice President, Finance

Date: 3/14/11

**ATTACHMENT T-2
LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

1. Special Pricing.

1.1 As of the Effective Date of Amendment No. 8 to the Agreement, the following Terms and Conditions shall apply:

Customer shall be eligible to receive special pricing for the new On-Net Access Services (as defined in Exhibit T), at the rates, conditions, circuits types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits a Service Order Form (as defined in Exhibit T). The Specially Priced Circuits shall not be eligible for any additional rebates, credits, promotions or discounts and shall be provided subject to capacity and availability as determined by Qwest.

Location Service Address	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
910 15 th Street Suite 400 Denver, CO 80202 (NPA-NXX) 303-571	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00
400 Tijeras Ave 3 rd Floor Albuquerque, NM 87102 (NPA-NXX) 505-246	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00

*Upon expiration of the Minimum Service Term or the Term of the Agreement, whichever is later, Qwest has the option to provide month-to-month On-Net Access Service for the Specially Priced Circuits at Qwest's then-current rates.

1.2 As of the Effective Date of Amendment No. 17 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than July 31, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
6490 S Quebec St Englewood, CO 80111 NPA/NXX: 303/694	GiGE	12 Consecutive Months	\$4,560.00	\$0.00
1122 3D Seattle, WA 98101	GiGE	12 Consecutive	\$1,933.00	\$0.00

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NPA/NXX: 206/223 225 Williams S Renton, WA 98055 NPA/NXX: 425/251	GiGE	12 Consecutive Months	\$1,650.00	\$0.00
25 S 5 th St Tempe AZ 85281 NPA/NXX: 480/894	GiGE	12 Consecutive Months	\$8,704.00	\$0.00

*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.

*Footnote 1. This is to correct MRC for Service Address 25 S 5th St, Tempe AZ 85281 & make retroactive the correct MRC to the Effective Date of Amendment 17 of July 15, 2009.

1.3 As of the Effective Date of Amendment No. 20 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than 45 days from October 12, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
126 E Alameda St Tucson, AZ 85701 NPA/NXX: 520/206	GiGE	12 Consecutive Months	\$4,360.00	\$0.00
8545 E Broadway Blvd Tucson, AZ 85710 NPA/NXX: 206/223	GiGE	12 Consecutive Months	\$9761.00	\$0.00
118 S 19 St Omaha, NE 68102 NPA/NXX: 402/220	GiGE	12 Consecutive Months	\$8709.00	\$0.00
1119 N 90 th St Omaha, NE 68114 NPA/NXX: 402/391	GiGE	12 Consecutive Months	\$8709.00	\$0.00

*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.

1.4 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Ethernet Local Access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the

**ATTACHMENT T-2
LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

"Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Customer Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit	NRC for Each Circuit
364 Ferguson Dr Mountain View, CA 94043 650/968 1 st Floor Telco Room	GIGE	Sixty (60) Consecutive Months	\$5,192.00	\$0.00

1.5 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Wavelength Local access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Customer Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit	NRC for Each Circuit
910 15 th St 3 rd floor Denver, CO 80202	GIGE	Thirty six (36) Consecutive Months	\$400.00	\$0.00

1.6 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Cross-Connect (as defined in Exhibit T) component of their existing circuit, at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Customer Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit	NRC for Each Circuit
9180 Commerce Center Cir. Littleton, CO 80129 303/791 Cyber Center Cross Connect	GIGE	Sixty (60) Consecutive Months	\$400.00	\$0.00

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LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

1.7 Amendment No. 27 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Wavelength Local access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Customer Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit	NRC for Each Circuit
700 W Mineral Ave Littleton, CO 80120 303/894 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$6,917.00	\$1000.00
1499 S 4800 W Salt Lake City, UT 84104 801/972 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$400.00	\$1,000.00
135 W Orion St Tempe, AZ 85283 480/831 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$6,735.00	\$1000.00
2441 S 130 th Cir Omaha, NE 68144 402/330 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$6,855.00	\$1000.00
6101 S 180 th St Tukwila, WA 98188 205/575 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$5,242.00	\$1000.00
707 SW Washington St Portland, OR 97205 503/221 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$400.00	\$1000.00
250 Marquette Ave Minneapolis, MN 55401 612/330 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$400.00	\$1000.00
104 Gold Ave SE Albuquerque, NM 87102 505/242 QC Telco Room	GIGE	Thirty six (36) Consecutive Months	\$4,500.00	\$3,500.00

**ATTACHMENT T-2
LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

1.8 Amendment No. 28 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Ethernet Local access Services (native in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits), provided Customer submits a Service Order Form for the Specially Priced Circuits no later than May 10, 2011. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
719 E 19 th St Kansas City, MO 64108 NPA/NXX 816/471 Cisco 2960	GiGE	Twelve (12) Consecutive Months	\$6235.00	\$3290.00
719 E 19 th St Kansas City, MO 64108 NPA/NXX 816/471 Cisco 2960	GiGE	Thirty Six (36) Consecutive Months	\$5260.00	\$0.00
719 E 19 th St Kansas City, MO 64108 NPA/NXX 816/471 Cisco 2960	GiGE	Sixty (60) Consecutive Months	\$4665.00	\$0.00
8534 Concord Center Dr. Englewood, CO 80112 NPA/NXX 303/840 ENWECOAX,0656, Flr.1	GiGE	Twelve (12) Consecutive Months	\$6596.00	\$2000.00