



CenturyLink™

Jason D. Topp
Senior Corporate Counsel - Regulatory
(612) 672-8905

June 19, 2012

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Amendment Number Two to CenturyLink Local Services Platform (“CLSP”) Agreement between Qwest Corporation dba CenturyLink QC and Metropolitan Telecommunications of South Dakota, Inc.

Dear Ms. Van Gerpen:

Enclosed for your information is an executed copy of Amendment Number Two to CenturyLink Local Services Platform (“CLSP”) Agreement between Qwest Corporation dba CenturyLink QC and Metropolitan Telecommunications of South Dakota, Inc. (“Metropolitan”), which was submitted for information only to the Commission on January 18, 2011 with an effective date of January 3, 2011.

The Amendment incorporates additional sections to Attachment 2-CLSP Service Description.

Contact information for Metropolitan is as follows:

Andoni Economou
COO and EVP
Metropolitan Telecommunications
55 Water Street, 31st Floor
New York, NY 10041
(212) 607-2004
aeconomou@mettel.net

Joseph Farano
Corporate Counsel
Metropolitan Telecommunications
55 Water Street, 31st Floor
New York, NY 10041
(212) 359-5037
jfarano@mettel.net

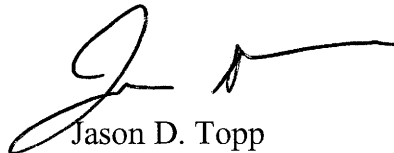
Patricia Van Gerpen, Executive Director

Page 2

June 19, 2012

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp". The signature is stylized with a large initial "J" and a long horizontal stroke extending to the right.

Jason D. Topp

JDT/bardm

Enclosure

cc: Andoni Economou (via email)
Joseph Farano (via email)

**AMENDMENT NUMBER TWO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

This amendment (“Amendment”), by and between **Qwest Corporation dba CenturyLink QC (“CenturyLink”)**, a Colorado corporation, and **Metropolitan Telecommunications of South Dakota, Inc. (“CLEC”)**, a Delaware corporation, amends the CenturyLink™ Local Services Platform (“CLSP™”) Agreement (formerly known as “Qwest Local Services Platform™ (“QLSP™”) Agreement”) between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform (“QLSP™”) Agreement (now referred to as a CenturyLink™ Local Services Platform (“CLSP™”) Agreement) (the “Agreement”) with an Effective Date of January 3, 2011; and

WHEREAS, the terms “CenturyLink” and “CLSP” in this Amendment shall be used in place of, and interchangeably with, the terms “Qwest” and “QLSP”, respectively, in the Agreement; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Attachment 2-QLSP® Service Description (now referred to as Attachment 2-CLSP® Service Description) to the Agreement is hereby amended as follows:

1. by the addition of the following Sections 3.2.2 and 3.2.3 immediately after Section 3.2.1.
“3.2.2 Intentionally Left Blank
3.2.3 Intentionally Left Blank”
2. by the addition of the following Sections 3.2.5 and 3.2.6 immediately after Section 3.2.4.
“3.2.5 **130% YOY Volume Growth Plan:** If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 130% of the sum of CLEC’s total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than four thousand one hundred (4,100) CLSP lines, CLEC will qualify for a 35% discount off of the Business Port MRCs and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.
3.2.6 **140% YOY Volume Growth Plan:** If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 140% of the sum of CLEC’s total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than seven thousand five hundred (7,500) CLSP lines, CLEC will qualify for a 40% discount off of the Business Port MRCs and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.”
3. by the addition of the following Sections 3.3.1, 3.3.2, 3.3.3 and 3.3.4 immediately after Section 3.3.
“3.3.1 The Parties agree that the CLSP line count as of October 31, 2011 was eleven thousand seven hundred eighty-four (11,784) and the 90% YOY Volume Retention Plan set forth in Section 3.2.1 will be the applied discount until the October 31, 2012 count is completed for purposes of determining discount eligibility for 2013, if any.
3.3.2 **Early Discount.** If CLEC equals or exceeds the Volume Growth Plan level requirements set forth in Section 3.2.4, Section 3.2.5 or Section 3.2.6 prior to the end of the October 31, 2012 Volume Growth Plan measurement period, the discount set forth in such applicable Volume Growth Plan will be implemented in the month following the attainment of such Volume Growth Plan level (an “Early Discount”).
3.3.3 If CLEC attains an Early Discount, CLEC must maintain the minimum number of in-service CLSP lines required for such Early Discount. If such minimum number of in-service CLSP lines are not maintained until the October 31, 2012 line count, CenturyLink may, at any time, reverse any Early Discount and modify CLEC to its otherwise applicable discount level, if any, which corresponds to CLEC’s attained Volume Growth Plan level or Volume Retention Plan level, as applicable (but not below the discount level set forth in Section 3.3.1). If CenturyLink modifies the Early Discount due to any failure of CLEC to maintain minimum line counts, no further Early Discount will be applied.
3.3.4 **CLSP Volumes.** For purposes of calculating CLEC’s total CLSP Volumes for each Volume Growth Plan period or Volume Retention Plan period, as applicable, CenturyLink will include all CLEC CLSP lines in service under this Agreement. If CLEC is involved in a merger or acquisition and the CLSP lines of such other merger or acquisition party are thereafter governed by this Agreement, the CLSP Volume calculation will be made as if those lines had always been governed by this Agreement such that the other party’s CLSP lines in service as of the beginning of a particular Volume Growth Plan period or Volume Retention Plan period will not be treated as growth lines in the immediately succeeding Volume Growth Plan period or Volume Retention Plan period.”

**AMENDMENT NUMBER TWO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter of the Agreement, as amended, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement, as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

<p>Qwest Corporation dba CenturyLink QC:</p> <p align="center">05E9FC68BD57454... <i>L T Christensen</i> DocuSigned By: L T Christensen</p> <p>By: _____</p> <p>Name: <u>L. T. Christensen</u></p> <p>Title: <u>Director – Wholesale Contracts</u></p> <p>Date: <u>6/11/2012</u></p>	<p>Metropolitan Telecommunications of South Dakota, Inc.:</p> <p align="center">DocuSigned by: <i>Andoni Economou</i> 63E3E1EBB2204F5...</p> <p>By: _____</p> <p>Name: <u>Andoni Economou</u></p> <p>Title: <u>COO / EVP</u></p> <p>Date: <u>6/11/2012</u></p>
---	---