



Jason D. Topp
Senior Corporate Counsel - Regulatory
(651) 312-5364

November 21, 2013

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

Re: Extension Amendment 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 Extension Amendment to CenturyLink Local Services Platform ("CLSP") Agreement between Qwest Corporation dba CenturyLink QC and Metropolitan Telecommunications of South Dakota, Inc., which was submitted for information only to the Commission on January 18, 2011, with an effective date of January 4, 2011.

The Amendment incorporates changes to the amendment terms, Attachment 2 and the CLSP Rate Sheets.

Contact information for Metropolitan Telecommunications of South Dakota, Inc. is as follows:

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

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

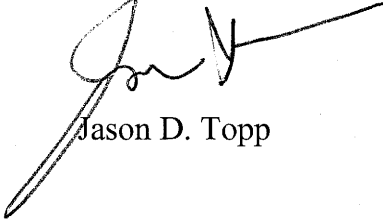
Patricia Van Gerpen, Executive Director

Page 2

November 21, 2013

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", with a long horizontal stroke extending to the right.

Jason D. Topp

JDT/bardm

Enclosure

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

**EXTENSION AMENDMENT TO
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”); 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

Section 2 of the Agreement will be replaced in its entirety as follows:

2. **Effective Date.** This Amendment shall be deemed effective on January 1, 2014.

Section 3 of the Agreement will be replaced in its entirety as follows:

3. **Term.** The term of this Agreement begins on the Effective Date and continues through December 31, 2016. Upon expiration, this Agreement will continue on a month-to-month basis until it is terminated by either Party, with at least ninety (90) Days prior written notice, pursuant to Section 22 of the Agreement, or replaced by a successor agreement.

Attachment 2 - Service Description - of the Agreement is hereby amended as follows:

1. Section 1 of Attachment 2 will have the following added:

1.6.7 Should CenturyLink cease offering a service to its End User Customers that is also available under this Agreement, upon thirty (30) Days prior written notice to CLEC, CenturyLink will also cease offering the service to CLEC.

2. Section 3.2.4, 3.2.5 and 3.2.6 of Attachment 2 are replaced with the following:

3.2.4 115% YOY Volume Growth Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 110% 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 one thousand (1,000) CLSP lines, CLEC will qualify for a 30% discount off the Business Port MRCs and a 6% discount off the Residential Port MRCs applicable during the next calendar year.

3.2.5 3,000 Line Growth Threshold Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds three thousand (3,000) net additional CLSP lines as measured against the October 31, 2012 base CLSP line count, 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. Once this discount has been earned it will remain in effect in subsequent years so long as the current period line count remains 3,000 or more lines above the October 31, 2012 line count.

3.2.6 5,000 Line Growth Threshold Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds five thousand (5,000) net additional CLSP lines as measured against the October 31, 2012 base CLSP line count, 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. Once this discount has been earned it will remain in effect in subsequent years so long as the current period line count remains 5,000 or more lines above the October 31, 2012 line count.

3. Section 3.2.7 is added to Attachment 2:

3.2.7 Growth Plan Example Calculation:

In the following example the rate would be determined as follows:

On the October 31, 2012 count date CLEC has 14,000 CLSP lines, on 10/31/2013 the CLEC has 18,000 lines. As a result the CLEC has 4,000 line growth qualifying for the 3,000 Line Growth Threshold Plan discount. The discount would remain in effect so long the subsequent October 31 count(s) exceeded the 14,000 + 4,000 or 18,000 CLSP line threshold. If the subsequent count(s) exceeded 19,000 CLSP lines then Section 3.2.6 – 5,000 Line Growth Threshold Plan discount would

**EXTENSION AMENDMENT TO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

apply. Conversely, should the count(s) not meet the 3,000 Line Growth Threshold Plan count on October 31, 2013 as defined in Section 3.2.5, the CLEC would be subject to the YOY terms of Section 3.2, 3.2.1 and 3.2.4.

4. Section 7 of Attachment 2 will have the following changes:

- 7.0 **Commercial Performance and Service Credits.**
- 7.2 Removed in its entirety.
- 7.3 Removed in its entirety.

5. Section 8 of Attachment 2 will have the following added:

8.1.1 Upon a decision from the Washington Utilities and Transportation Commission that CenturyLink is no longer required to offer the Washington Performance Assurance Plan, CenturyLink will transition to the Commercial Performance and Service Credits Plan of Section 7.0.

The CenturyLink CLSP Rate Sheets are amended per the attached rate sheet(s).

1. Section 109.23.2.1.1 of each CLSP rate Sheet will reflect a rate reduction from \$50.00 to \$25.00.

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> <div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 10px auto;"> <p>05E9FC68BD57454...</p> <p><i>L T Christensen</i></p> <p>DocuSigned By: L T Christensen</p> </div> <p>By: _____</p> <p>Name: <u>L. T. Christensen</u></p> <p>Title: <u>Director – Wholesale Contracts</u></p> <p>Date: <u>11/13/2013</u></p>	<p>Metropolitan Telecommunications of South Dakota, Inc.:</p> <p>DocuSigned by:</p> <div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 10px auto;"> <p><i>Andoni Economou</i></p> <p>63E3E1EBB2204F5</p> </div> <p>By: _____</p> <p>Name: <u>Andoni Economou</u></p> <p>Title: <u>COO / EVP</u></p> <p>Date: <u>11/13/2013</u></p>
---	--

**CenturyLink™ Local Services Platform (CLSP™) Rate Page - AZ, CO, IA, ID, MT, ND, NE, NM, OR, SD, UT, WA, WY
January 1, 2014 through Term**

					USOC	Recurring	Non-Recurring	Notes
	109.23.2	Installation Nonrecurring Charges						
		109.23.2.1	CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential					
			109.23.2.1.1	First Line (Mechanized)	NHCRA		\$25.00	