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200 South 5th Street, Room 2200
Minneapolis, MN 55402

Jason D. Topp
Corporate Counsel



June 2, 2011

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

Re: Amendment to Qwest Local Services Platform Agreement between Qwest Corporation and Metropolitan Telecommunications of South Dakota, Inc.

Dear Ms. Van Gerpen:

Enclosed for your information is an executed copy of an Amendment to Qwest Local Services Platform Agreement between Qwest Corporation ("Qwest") 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 4, 2011.

The Amendment modifies terms and conditions of Attachment 2 of the Agreement.

Contact information for Metropolitan is as follows:

David Aronow
Metropolitan Telecommunications of
Arizona, Inc.
55 Water Street, 31st Floor
New York, NY 10041
(212) 607-2003
daronow@mettel.net

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

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 flourish extending to the right.

Jason D. Topp

JDT/bardm

Enclosure

cc: David Aronow (via e-mail)
Andoni Economou (via e-mail)

AMENDMENT TO QWEST LOCAL SERVICES PLATFORM™ AGREEMENT

This amendment ("Amendment"), by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Metropolitan Telecommunications of South Dakota, Inc. ("CLEC"), amends the Qwest Local Services Platform™ ("QLSP™") Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSP™") Agreement ("Agreement") with an Effective Date of January 4, 2011; 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

The Agreement is hereby amended by modifying the following terms and conditions of Attachment 2.

1. The last sentence of Sections 1.5.2, 3.8.3 and 3.8.5 of Attachment 2 to the Agreement shall be deleted and replaced with the following:

"The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate."

2. The last sentence of Section 3.4.1 of Attachment 2 to the Agreement is hereby deleted in its entirety.

For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement by which port rates could be increased, other than as amended hereby, port rates shall remain unchanged throughout the term of the Agreement (as such term is identified in Section 3 of the Agreement), except that the Parties understand and agree that the terms and conditions of the Agreement regarding the annual variable discount structure associated with CLEC growth and retention thresholds shall continue to apply throughout the term of the 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.

**AMENDMENT TO
QWEST LOCAL SERVICES PLATFORM™ AGREEMENT**

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.

Qwest Corporation: <div style="border: 1px solid blue; padding: 2px; display: inline-block;">05E9FC68BD57454... <i>L. T. Christensen</i> DocuSigned By: L. T. Christensen</div> By: _____ Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>5/24/2011</u>	Metropolitan Telecommunications of South Dakota, Inc.: <div style="border: 1px solid blue; padding: 2px; display: inline-block;">DocuSigned by: <i>Andoni Economou</i> 63E3E1EBB2204F5...</div> By: _____ Name: <u>Andoni Economou</u> Title: <u>COO / EVP</u> Date: <u>5/24/2011</u>
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