

July 21, 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 AT&T Corp.

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 AT&T Corp. (“AT&T”), which was submitted for information only to the Commission on February 9, 2011 with an effective date of January 4, 2011.

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

Contact information for AT&T is as follows:

Corbin E. Coombs
AT&T Corp.
225 W. Randolph St. Z2 Room 17A140
Chicago, IL 60606
(312) 696-3622
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Mark Ashby
AT&T Corp.
675 W. Peachtree Street NW-4326
Atlanta, GA 30375
(404) 335-0710
ma1606@att.com

Patricia Van Gerpen, Executive Director

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

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Corbin E. Coombs (via e-mail)
Mark Ashby (via e-mail)

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

This amendment ("Amendment"), by and between **Qwest Corporation** ("Qwest"), a Colorado corporation, and **AT&T Corp.**, a Delaware corporation, on behalf of itself and its affiliates AT&T Communications of the Mountain States, Inc., AT&T Communications of the Midwest, Inc., AT&T Communications of the Pacific Northwest, Inc., TCG Phoenix, TCG Colorado, TCG Omaha, TCG Minnesota, Inc., TCG Oregon, TCG Seattle, TCG Utah, and TC Systems, Inc. (collectively herein referred to as "CLEC."), each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties", 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 and Exhibit A.

1. Notwithstanding anything to the contrary in the Agreement, the rate sheet(s) attached hereto as Exhibit A shall apply to port rates for Services provided in the applicable state(s) identified therein. Except as expressly modified by this Amendment, all other rates reflected in the Agreement shall remain in full force and effect.
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.

**Qwest Local Services Platform™ (QLSP™) Rate Page - Nebraska
Modified Local Switching Port Rate**

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$9.43		
109.11.1.2 Residential end user credit	LAWUR	(\$5.16)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$4.27		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.1.5 PBX DID Port		\$9.96		
109.11.2 Intentionally Left Blank				
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$8.49		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$4.30)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$4.18		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.3.5 PBX DID Port		\$9.96		
109.11.4 Intentionally Left Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$6.60		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$2.59)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$4.01		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.5.5 PBX DID Port		\$9.96		
109.11.6 Intentionally Left Blank				

Notes:

- 1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

**Qwest Local Services Platform™ (QLSP™) Rate Page - Minnesota
Modified Local Switching Port Rate**

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$10.75		
109.11.1.2 Residential end user credit	LAWUR	(\$4.03)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$6.72		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.1.5 PBX DID Port		\$10.58		
109.11.2 Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
109.11.2.1 Analog Port		\$10.21		
109.11.2.2 Analog Port, Residential end user credit	LAWUR	(\$3.56)		
109.11.2.3 Effective QLSP™ Residential Analog Port		\$6.65		
109.11.2.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.2.5 PBX DID Port		\$10.58		
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$9.68		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$3.09)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$6.59		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.3.5 PBX DID Port		\$10.58		
109.11.4 Intentionally Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$7.53		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$1.21)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$6.32		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.5.5 PBX DID Port		\$10.58		
109.11.6 Intentionally Blank				

Notes:

- 1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.