



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

December 23, 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
TNCI Operating Company LLC

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 TNCI Operating Company LLC, 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 TNCI Operating Company, LLC is as follows:

Brian C. Twomey
Trans National Communications
International, Inc. (TNCI)
2 Charlesgate West
Boston, MA 02215
(617) 369-1210
btwomey@tncii.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

JDM/bardm

Enclosure

cc: Brian C. Twomey (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 TNCI Operating Company LLC (“CLEC”**, and together with CenturyLink, the “Parties”), amends the CenturyLink™ Local Services Platform (“CLSP™”) Agreement (formerly known as “Qwest Local Services Platform™ (“QLSP™”) Agreement”) between the Parties.

WHEREAS, CenturyLink and Trans National Communications International, Inc. entered into a Qwest Local Services Platform (“QLSP™”) Agreement (now referred to as a CenturyLink™ Local Services Platform (“CLSP™”) Agreement), (the “Agreement”); and

WHEREAS, pursuant to that certain Order Granting Debtor’s Motion (A) To Authorize Debtor to Effectuate Asset Purchase Agreement; (B) To Authorize Sale of Substantially All Assets by Private Sale Free and Clear of Liens, Claims and Interests; (C) To Authorize the Assumption and Assignment of Executory Contracts; (D) To Approve Carrier Consent and Waiver Agreements; and (E) For Related Relief, entered on March 14, 2013 by the United States Bankruptcy Court for the District of Massachusetts (Eastern Division) [Docket No. 1032] in the Chapter 11 bankruptcy case styled as In re Trans National Communications International, Inc., Case No. 11-19595-WCH, Trans National Communications International, Inc. assumed and assigned the Agreement to CLEC as of December 13, 2013, pursuant to 11 U.S.C. § 365, leaving CLEC as the contracting entity under 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 of Attachment 2 is 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. 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.

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4. 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.
2. Section 109.11.2 of the CLSP Rate Page will be removed in its entirety – for Minnesota only.


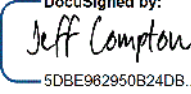
Further Amendments

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>By: <u>DocuSigned By: L T Christensen</u>  Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>12/19/2013</u></p>	<p>TNCI Operating Company LLC:</p> <p>By: <u>DocuSigned by: Jeff Compton</u>  Name: <u>Jeff Compton</u> Title: <u>President and CEO</u> Date: <u>12/19/2013</u></p>
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**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	

CenturyLink™ Local Services Platform (CLSP™) Rate Page - Minnesota
January 1, 2014 through Term

					USOC	Recurring	Non-Recurring	Notes
109.11.2	Ports, if 80% YOY Volume Retention Plan Requirements Are Met							
	109.11.2.1	Analog Port				N/A		
	109.11.2.2	Analog Port, Residential end user credit			LAWUR	N/A		
	109.11.2.3	Effective CLSP™ Residential Analog Port				N/A		
	109.11.2.4	Digital Port (Supporting BRI ISDN)				N/A		
	109.11.2.5	PBX DID Port				N/A		
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	