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Maura E. Peterson
Paralegal
Regulatory Law

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CenturyLink®

January 17, 2014

Via Overnight delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

QWE-T-02-12

Re: CenturyLink Local Services Platform ("CLSP") Agreement Extension Amendments

Dear Ms. Jewell:

Pursuant to my telephone conversation with your office on January 16, 2014, enclosed are the signature pages for all of the CLSPs which have been extended. For your convenience, we are also enclosing a matrix listing the CLSPs and the docket numbers associated with the original agreements.

Please contact me if you have any questions concerning the enclosed. Thank you.

Sincerely,

Maura E. Peterson

MEP/jga
Enclosure

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 MCImetro Access Transmission Services LLC ("CLEC")**, 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. Notwithstanding the foregoing, CenturyLink will not effect a discontinuation of any service pursuant to this Section 1.6.7 in such manner that CLEC may not reasonably comply with Applicable Law concerning End User Customer discontinuation of service, disconnection and notification, provided that, the foregoing is subject to CLEC's reasonable diligence in effecting such compliance.

. 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.

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.

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	

EXTENSION AMENDMENT TO CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT

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.

Qwest Corporation dba CenturyLink QC:	**Matrix Telecom, Inc. dba Excel Telecommunications:**
05E9FC68BD57454... L T Christensen By: DocuSigned By: L T Christensen	DocuSigned by: Doug Funsch By: E203D463074D492...
Name: L. T. Christensen	Name: Doug Funsch
Title: Director – Wholesale Contracts	Title: CFO
Date: 12/3/2013	Date: 12/3/2013