

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™ ("QLSPTM") Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSPTM") 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.

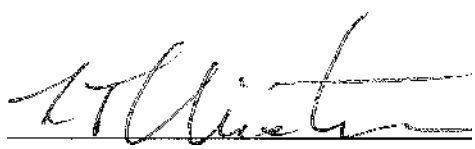
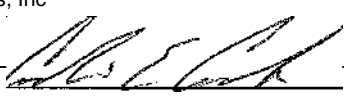
Entire Agreement

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.

AMENDMENT TO

QWEST LOCAL SERVICES PLATFORMTM 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.

 <p>()west Corporation: _____</p> <p>Title: _____</p> <p>Date: 4 .6' 'if _____</p>	<p>AT&T Corp., and; 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 TC Systems, Inc</p> <p>By:  _____</p> <p>Name: <u>for ID; _____ r) - :-)</u></p> <p>Title: <u>Di redo r- ALC'eSS Marla" e vr> e</u></p> <p>Date: <u>6 - 2 V - 2 0 1 /</u></p>
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By:

Name: L. T. Christensen

AMENDMENT TO
QWEST LOCAL SERVICES PLATFORMTM AGREEMENT

June 2, 2011 (mms)/kjc/AT&T/Amendment to QLSPTM (v3-23-11)

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(AT&T AZ=CDS-101220-0001); (AT&T CO=CDS-101220-0002); (AT&T IA=CDS-101220-0003); (AT&T ID=CDS-101220-0004);
(AT&T MN=CDS-101220-0005); (AT&T MT=CDS-101220-0006); (AT&T ND=CDS-101220-0007); (AT&T NE=CDS-101220-0008);
(AT&T NM=CDS-101220-0009); (AT&T OR=CDS-101220.0010); (AT&T SD=CDS-101220-0011); AT&T (UT=CDS-101220-0012);
(AT&T WA=CDS-101220-0013); (AT&T WY=CDS-101220-0014); (TC Systems-NM-CDS-110204-0001); (TCG-CO-CDS110204-0002);
(TCG-MN-CDS-110204-0003); (TCG Omaha-IA-CDS-110204-0004); (TCG Omaha-NE-CDS-110204-0005); (TCG Oregon-ORCDS-110204-0006);
(TCG Phoenix-AZ-CDS-110204-0007); (TCG Seattle-WA-CDS-110204-0008); (TCG Utah-UT-CDS-110204-0009)

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

					USOC	Recurrin	Non-Recurrin	Notes
109.11	Local Switching Purchased As Part of QLSPTM							
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 QLSPTM 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 QLSPTM 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 QLSPTM 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 QLSPTM Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). CLLSF™ 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™ (QLSPTM) Rate Page - Minnesota
Modified Local Switching Port Rate

									USOC	Recurri	Non Recurri	Notes
109.11	Local Switching Purchased As Part of QLSPTM											
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)		
	109.11.1.3	Effective QLSPTM 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 QLSPTM 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 QLSPTM 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)		
	109.11.5.3	Effective QLSPTM 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 QLSPTM Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSPTM 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.