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

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NORTH DAKOTA
PUBLIC SERVICE COMMISSION

January 6, 2014

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Extension Amendment to CenturyLink Local Services Platform ("CLSP") Agreement between Qwest Corporation dba CenturyLink QC and Budget PrePay, Inc.

Dear Mr. Nitschke:

Enclosed for your information is an executed copy of the Extension Amendment to CenturyLink Local Services Platform ("CLSP") Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Budget PrePay, Inc., which was submitted for information only to the Commission on January 5, 2011, with an effective date of January 4, 2011.

The Amendment incorporates changes to the amendment terms, Attachment 2 and CLSP Rate Sheets.

Contact information for Budget Prepay, Inc. is as follows:

Jody Craft
Budget PrePay Phone, Inc.
1325 Barksdale Blvd, Suite 200
Bossier City, LA 71111
(318) 671-5702
jodyc@budgetprepay.com

Molly Vance
Budget PrePay Phone, Inc.
1325 Barksdale Blvd, Suite 200
Bossier City, LA 71111
(318) 671-5706
mollyv@budgetpretprepay.com

1 **PU-14-22** Filed: 1/6/2014 Pages: 5
Extension Amendment to Local Services Platform Agreement
Qwest Corporation
Jason Topp

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

Very truly yours,

Jason D. Topp

JDT/bardm

Enclosure

cc: Jody Craft (via email)
Molly Vance (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 Budget PrePay, Inc. (fka Budget Phone, Inc.) ("CLEC"), a Louisiana corporation**, 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.

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.

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.

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:	**Budget PrePay, Inc.:**
05E9FC68BD57454... L T Christensen By: DocuSigned By: L T Christensen	DocuSigned by: David Donahue By: 79DFB75C5CCF4BD...
Name: L. T. Christensen	Name: David Donahue
Title: Director – Wholesale Contracts	Title: CFO
Date: 12/31/2013	Date: 12/30/2013

DocuSign Envelope ID: 8B9A02D2-4997-4CA0-AA92-5D7C8056EDD5

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	