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February 6, 2004

Kelly Frazier
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Linden R. Evans
Black Hills Corporation
P.O. Box 1400
Rapid City, SD 57709

RECEIVED

FEB 12 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

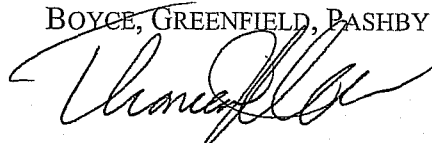
Re: In the Matter of the Complaint Filed by Black Hills FiberCom, L.L.C., Rapid City, South Dakota Against Qwest Corporation Regarding Intrastate Switched Access Charges Applied to ISP-Bound Calls Which Complainant Claims is Interstate in Nature
TC03-154 (Our File No. 2104.129)

Dear Counsel:

Please find enclosed a copy of Qwest's Combined Requests for Admissions, Interrogatories and Request for Documents (Second Set) and Certificate of Service in this matter. This is being served upon you electronically and by mail.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosure

cc: Tim Goodwin
Larry Toll
Jon Lehner

RECEIVED

FEB 12 2004

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Complaint Filed by
Black Hills FiberCom, L.L.C., Rapid City,
South Dakota Against Qwest Corporation
Regarding Intrastate Switched Access
Charges Applied to ISP-Bound Calls Which
Complainant Claims is Interstate in Nature

CT 03-154

QWEST'S COMBINED REQUESTS
FOR ADMISSIONS,
INTERROGATORIES AND REQUESTS
FOR PRODUCTION (SECOND SET)

TO: BLACK HILLS FIBERCOM, LLC AND ITS ATTORNEYS, LINDEN R. EVANS AND
MARVIN D. TRUHE:

Qwest Corporation ("Qwest"), pursuant to ARSD 20:10:01:22.02 and SDCL 15-6-36 and SDCL 15-6-33, propounds the following written requests for admissions, interrogatories and document requests to Black Hills FiberCom, LLC ("BHFC"), for answer under oath within thirty (30) days of the service hereof. These interrogatories and document requests shall be deemed continuing in nature, requiring BHFC to supplement said interrogatories or document requests when BHFC, its agent or attorney obtains information in addition to or different from any information provided in BHFC's original answers to the interrogatories or responses to document requests.

You are reminded that your answers must include all information available not only to you, but also available to your agents, attorneys, insurers, or others who have information available to you upon your inquiry of them.

In these interrogatories and document requests to you, the following definitions and instructions apply. Note that when documents are identified (as defined in Definition No. 3 below), there is an automatic demand for production, made pursuant to SDCL 15-6-34 (with an option to you to produce copies in lieu of the formal inspection).

DEFINITIONS AND INSTRUCTIONS

1. "You" or "your" shall refer to Black Hills FiberCom, LLC ("BHFC") and any of your agents, representatives, or employees.
2. "Person" shall be deemed to mean the plural as well as the singular, any natural person, firm, association, partnership, corporation, or other form of legal entity or governmental body, and its agents, officers, directors, or employees, unless the context requires otherwise.
3. "Document" shall mean the original and any copy of any written, typed, printed, recorded, or graphic matter of any kind, however produced or reproduced, including, but not limited to, letters or other correspondence, telegrams, memoranda, reports, notes, summaries, tabulations, work papers, cost sheets, cancelled checks, financial reports and statements, motion picture films, bookkeeping and accounting records of all types, photographs, advertisements, tape recordings, micro film, and other data compilations including computer data.
4. "Identify" means, with respect to a natural person, to set forth, on the first occasion that such person is identified, the following information, as far as known to you:
 - (a) Full name;
 - (b) Job title and employer at the time of the events complained of in the complaint in this lawsuit;
 - (c) Present or last known residence address and telephone number;
 - (d) Present or last known job title and business address;
 - (e) Present or last known employer; and
 - (f) Employment history with you, if any, of such person.
5. "Identify" means, with respect to any entity other than a natural person, to set forth the full name or title of the entity, and, on the first occasion as such entity is identified, to also state the address and principal place or activity of such entity.

6. "Identify" means, with respect to an oral communication or other event, to set forth the following information:

- (a) Its general nature (e.g., telephone call, conference, luncheon, etc.);
- (b) The date it occurred and the time;
- (c) The place it occurred;
- (d) For a communication, the identity of each originator and recipient; for an event, the identity of each person present; and
- (e) The identity of all persons present when the communication or event occurred.

7. "Date" means the exact day, month, and year, if ascertainable; if not, the closest approximation that can be made thereto.

8. "Knowledge" includes first-hand knowledge and information derived from any other source.

9. "Communicate" or "communication" means every manner or means of disclosure, transfer or exchange of information, whether oral, by document, face to face, by telephone, mail, telegraph, personal delivery, or otherwise.

10. "ISP Customer" refers to an internet service provider that obtains access to the public switched telephone network from BHFC, Qwest, or another carrier. The "ISP Customer's Customers" refers to the customers of the ISP who dial access numbers assigned to the ISP in order to access the internet.

11. "Traffic in dispute" refers to traffic initiated by BHFC customers outside Qwest's Rapid City local calling area and delivered to an ISP Customer of Qwest within Qwest's Rapid City local calling area.

REQUESTS FOR ADMISSION

Request for Admission 1:

Admit that BHFC charges other carriers intrastate switched access rates for interexchange traffic originated in South Dakota and delivered to BHFC's Internet Service Providers ("ISP") Customers. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 2:

Admit that BHFC allows its ISP Customers to pay local business line rates for access service. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 3:

Admit that BHFC does not charge its ISP Customers interstate carrier access charges. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 4:

Admit that for separations purposes, BHFC allocates to its intrastate services the traffic-sensitive costs associated with calls delivered to its ISP Customers. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 5:

Admit that BHFC's ISP Customers are end users within the meaning of 47 CFR § 69.2(m). If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 6:

Admit that BHFC's ISP Customers are end users within the meaning of ARSD § 20:10:24:01(6). If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 7:

Admit that BHFC's ISP Customers are end users within the meaning of ARSD § 20:10:29:07. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 8:

Admit that Public Utilities Commission of the State of South Dakota ("Commission") approval was required before BHFC imposed an additional charge to its customers who reside outside Qwest's Rapid City calling area, but within BHFC's calling area, and initiate calls to Qwest's ISP Customers (the "Qwest ISP Charge"). If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 9:

Admit that BHFC has imposed an additional charge to its customers who reside outside Qwest's Rapid City calling area and initiate calls to ISPs served by Qwest (the "Qwest ISP Charge"). If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 10:

Admit that BHFC did not obtain Commission approval before BHFC imposed the Qwest ISP Charge. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 11:

Admit that BHFC initiated the Qwest ISP Charge at least in part to cause AOL (and other ISP Customers of Qwest) to purchase Primary Rate Interfaces ("PRIs") from BHFC and not Qwest. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 12:

Admit that the Commission did not have jurisdiction to consider BHFC's petition in Docket No. TC02-084. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 13:

Admit that the Commission had jurisdiction to consider BHFC's petition in Docket No. TC02-084. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 14:

Admit that charges for the Traffic in dispute in this case are a federal issue and not a state regulatory issue. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 15:

Admit that telecommunications traffic delivered to an ISP terminates at that ISP. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 16:

Admit that telecommunications traffic delivered to an ISP does not terminate at that ISP. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 17:

Admit no state has required telecommunications carriers to charge interstate switched access rates for interexchange traffic originated in one state and delivered to ISPs located in that same state. If you do not admit this request, state the reason why such admission cannot be made.

Request for Admission 18:

Admit the Federal Communications Commission ("FCC") has not required telecommunications carriers to charge interstate switched access rates for interexchange traffic originated in one state and delivered to ISPs located in that same state. If you do not admit this request, state the reason why such admission cannot be made.

ADDITIONAL INTERROGATORIES

Interrogatory 1:

List all terminating switched access rates BHFC charges to telecommunications carriers for interexchange voice traffic originated in South Dakota and delivered to BHFC customers in South Dakota.

Interrogatory 2:

List all terminating switched access rates BHFC charges to telecommunications carriers for interexchange traffic originated in South Dakota and delivered to ISPs served by BHFC in South Dakota.

Interrogatory 3:

(a) Identify all carriers that have charged BHFC for terminating switched access in connection with interexchange traffic originated in South Dakota and delivered to ISPs served by such carriers in South Dakota.

(b) Of the carriers identified in response to (a) above, identify which carriers have charged BHFC intrastate rates, and which carriers have charged interstate rates.

Interrogatory 4:

List BHFC's ISP Customers as of (a) January 1, 2002; (b) July 1, 2002; (c) January 21, 2003; (d) July 1, 2003; and (e) January 1, 2004. Qwest will agree to a protective order strictly limiting the use and disclosure of this information. A proposed confidentiality agreement order is attached as Exhibit A.

Interrogatory 5:

For each ISP Customer identified in response to Interrogatory 4 above, please state the revenue BHFC received from that customer for each month from January 2002 to the present.

Interrogatory 6:

(a) Identify all communications between BHFC and AOL relating to the Qwest ISP Charge.

(b) Identify all documents exchanged, provided, received, created, generated, revised, or reviewed in connection with each such communication, whether before, after, or during each communication identified in response to subpart (a). Alternatively, responsive documents may be produced.

Interrogatory 7:

Provide the information requested in Interrogatory 5 for any other ISP Customer of Qwest with which BHFC has had communications relating to the Qwest ISP Charge.

Interrogatory 8:

- (a) List BHFC's revenues from the Qwest ISP Charge for each month since its inception.
- (b) List the number of BHFC customers from whom BHFC collected the Qwest ISP Charge for each month since its inception.

Interrogatory 9:

List the telephone numbers assigned to BHFC's ISP Customers that the ISP's customers call to access the internet.

Interrogatory 10:

- (a) Identify each person with knowledge of facts relevant to the issues, claims, counterclaims, defenses, or counter-defenses raised by the parties in this case. For each person identified, briefly describe the nature and the subject matter of that person's knowledge.
- (b) Identify each person with responsibility for determining BHFC's policies concerning the rate(s) BHFC has charged for switched access traffic, both voice and ISP-bound, from January 1, 2002. For each person identified, briefly describe the nature of that person's responsibilities relating to switched access rates.
- (c) Identify each person with responsibility for implementation and administration of the Qwest ISP Charge. For each person identified, briefly describe the nature of that person's responsibilities relating to the Qwest ISP charge.

Interrogatory 11:

- (a) Briefly explain the basis for applying the billing regime established by the FCC's "Order on Remand" described in paragraph 18 of BHFC's Complaint to the Traffic in dispute.
- (b) Briefly explain the basis for the Commission's authority to apply the billing regime established by the FCC's Order on Remand to the Traffic in dispute. (Note: If you do not contend the Commission should impose the billing regime established by the FCC in the Order on Remand, you may so indicate in your answer and no further answer is required.)

REQUESTS FOR PRODUCTION

Request for Production 1:

Produce call detail records sufficient to identify the terminating switched access rates BHFC has charged to Qwest, identified by called party, from January 1, 2001 to the present.

Request for Production 2:

Produce all documents that contain, reflect, or relate to every communication between BHFC and Qwest relating to the Qwest ISP Charge.

Request for Production 3:

Produce all documents that contain, reflect, or relate to every communication between BHFC and AOL relating to the Qwest ISP Charge.

Request for Production 3:

Produce all documents that contain, reflect, or relate to every communication between BHFC and any ISP that was, at the time of the communication, a customer of Qwest, relating to the Qwest ISP Charge.

Request for Production 4:

Produce all documents that contain, reflect, or relate to any protest, complaint, or dispute BHFC has raised with any other carrier that has charged BHFC intrastate switched access rates for intrastate, interexchange traffic delivered to ISPs served by BHFC.

Request for Production 5:

Produce call detail records sufficient to identify the terminating switched access rates BHFC has charged to carriers other than Qwest for interexchange, intrastate traffic delivered to ISPs served by BHFC, from January 1, 2001 to the present.

Request for Production 6:

Produce all documents that contain, reflect, or relate to communications between Qwest and BHFC that relate to the issue of whether reciprocal compensation was due for Internet-bound traffic under the terms of any interconnection agreement between BHFC and Qwest.

Request for Production 7:

Produce all documents that contain, reflect, or relate to publicly filed communications authored, revised, submitted by, or subscribed to by BHFC (regardless of whether BHFC's participation in the creation, revision, or filing of such communications was by itself or in conjunction with other individuals or entities) that relate to the issue of whether reciprocal compensation was or should be due for Internet-bound traffic under the terms of any interconnection agreement between BHFC and Qwest.

Request for Production 8:

Produce documents sufficient to demonstrate whether, for separations purposes, BHFC accounts for the traffic-sensitive costs associated with calls delivered to its ISP Customers as interstate costs, intrastate costs, or some combination thereof.

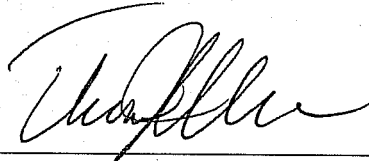
Request for Production 9:

For every ISP Customer of BHFC, produce all agreements and all invoices, charges, or bills relating to that ISP's access services and/or carrier access charges from January 1, 2002 to the current date.

Request for Production 10:

Produce all documents identified or referred to in response to any request for admission or interrogatory.

Dated: February 6, 2004



Thomas J. Welk
BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
P.O. Box 5015
Sioux Falls, SD 57117-5015
Telephone: (605) 336-2424

Tim Goodwin, Senior Attorney
QWEST SERVICES CORPORATION
1801 California Street 47th floor
Denver, CO 80202

ATTORNEYS FOR QWEST CORPORATION

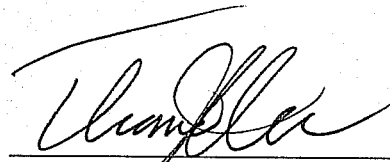
CERTIFICATE OF SERVICE

I, Thomas J. Welk, certify that I am a member of the law firm of Boyce, Greenfield, Pashby & Welk, L.L.P., and on February 6, 2004, true and correct copies of Qwest's Combined Requests for Admissions, Interrogatories and Request for Production (Second Set) were served electronically and via United States first class mail, postage prepaid, on the following :

Linden R. Evans (levans@bh-corp.com)
Black Hills Corporation
P.O. Box 1400
Rapid City, SD 57709

Kelly Frazier (kelly.frazier@state.sd.us)
SD Public Utilities Commission
500 East Capitol
Pierre, SD 57501

Marvin D. Truhe (mtruhe@blackhillscorp.com)
P.O. Box 8112
Rapid City, SD 57709



Thomas J. Welk

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

In the Matter of the Complaint Filed by
Black Hills FiberCom, L.L.C., Rapid City, South
Dakota Against Qwest Corporation Regarding
Intrastate Switched Access Charges Applied to ISP-
Bound Calls Which Complainant Claims is
Interstate in Nature

TC 03-154

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of the 6th day of February, 2004 by and between Qwest Corporation ("Qwest"), Black Hills FiberCom, LLC ("Black Hills") and the Staff of the Public Utilities Commission of the State of South Dakota ("the Staff") and any other parties in this docket who agree to this Agreement, (referred to as "the Parties").

RECITAL

1. The Parties hereby state that they will, under the terms of the following Confidentiality Agreement, allow inspection and review of certain data and information, claimed by them to be of a confidential nature, to the signators of this Agreement. The Parties anticipate requests to inspect and review data and information, which may also be claimed by the Party who produces the information ("Producing Party") to constitute Confidential Information as defined herein.

2. In connection with this case, the Parties desire to have access to review certain documents of the Producing Party.

3. The Parties submit that some of the documents the other party ("Requesting Party") wishes to review contain Confidential Information, which, if used by the Requesting Party to advance its own competitive interest or if disclosed to competitors or others, could result in irreparable damage and injury to the Producing Party.

EXHIBIT A

4. The Parties desire to provide a means by which the documents described in Recital No. 1 can be provided to one another for review, but, at the same time, protected from disclosure which could result in irreparable damage or injury to them.

THEREFORE, Qwest and the Parties agree as follows:

1. For the purposes of this Agreement, the following terms shall be defined in the following manner:

(a) "Documents" shall mean and include all documents, data, information, studies, computer programs and other matters furnished in any form in response to any interrogatories or requests for information, subpoenas, depositions, or other modes of discovery containing claimed Confidential Information. Such Confidential Information shall be furnished under the terms of this Agreement and shall not be used or disclosed except for the purpose of this proceeding, and solely in accordance with this Agreement. Any and all documents, recorded or graphic matters of any kind whatsoever shall extend to any subsequent compilation, summary, quotation, precise, or reproduction thereof prepared at any subsequent time in any subsequent form or proceeding, in whole or in part.

To the extent there may be information which a party believes requires protection as provided in the Public Utilities Commission of the State of South Dakota's ("the "Commission") rules, the party shall file the information with the Commission in accordance with the Commission's rules. For purposes of this Agreement, the Parties agree to treat any document containing Confidential Information as a request for confidential treatment of information as required by ARSD 20:10:01:41.

(b) "Confidential Information" shall mean and include any documents and all contents thereof which are marked "CONFIDENTIAL", "PROPRIETARY" or in some similar manner by the Producing Party. "Confidential Information" also includes a response to a discovery

request that may reveal that no information or documentation exists, which is responsive to the discovery request.

(c) "Use of Confidential Information and Persons Entitled to Review". All Confidential Information made available pursuant to this Agreement shall be given solely to the Commission or counsel for the Parties and shall not be used or disclosed except for purposes of this proceeding; provided, however, that access to any specific Confidential Information may be authorized by counsel, solely for the purpose of this proceeding, to those persons indicated by the Parties as being their experts or advisors in this matter and who have executed the Nondisclosure Agreement as provided in paragraph 1(d) below. For purposes of this Agreement, disclosure shall be strictly limited to persons employed by the Parties who are directly involved in this case as an attorney, expert or witness. Disclosure shall not be made to any person who is in any manner whatsoever involved in the provisioning, marketing, pricing, or management of any switched access, long distance, or local exchange service by the Parties, or any affiliated enterprise.

(d) "Disclose", "make disclosure of", or "disclosure" shall mean and include the dissemination to any person, firm, corporation or other entity of the contents of a document, whether that dissemination is by means of the transmittal or transfer of the original or a copy of that document or any verbal or other dissemination of the contents of said document. No access to Confidential Information shall be authorized under the terms of paragraph (c) of this Agreement until the person authorized by counsel to have access, signs a Nondisclosure Agreement in the form that is attached and incorporated as Exhibit A. Persons authorized by counsel to have access and signing Exhibit A shall be deemed "Authorized Persons" under this Agreement. The Nondisclosure Agreement shall require the persons to whom disclosure is to be made to certify in writing that they have read this Agreement, agree to be bound by its terms, and certify that they are not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched

access, long distance, or local exchange service by the Parties, and that if they should become involved in the future, they will not disclose or otherwise use any information provided under this Agreement for such purposes. The Nondisclosure Agreement shall contain the signatory's full name, permanent address, and employer, and the name of the party with whom the signatory is associated. This Nondisclosure Agreement shall be delivered to counsel for the Producing Party and the Commission at the time of review of the documents, or as soon thereafter as practicable.

2. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

(a) The Parties shall not disclose any Confidential Information to anyone other than an Authorized Person(s) for the sole purpose of such Party's review and analysis of the case.

(b) Whether the Parties have provided Confidential Information in hard copy or in some other form, no Party shall make copies or reproductions of any kind or nature whatsoever of the Confidential Information so supplied except for this proceeding.

(c) The foregoing notwithstanding, no Party may disclose Confidential Information to an Authorized Person(s) unless, prior to the disclosure of such Confidential Information, said Authorized Person(s) has signed the Nondisclosure Agreement attached hereto as Exhibit A.

3. In the event that other parties participating in this docket ("Other Requesting Parties") wish to review and inspect documents covered by this Agreement, they may do so provided such parties execute the Nondisclosure Agreement in the form that is attached and incorporated as Exhibit A.

4. Delivery of Documentation. Where feasible, Confidential Information will be marked as such and delivered to counsel and counsel may make documents available for inspection by counsel and Authorized Persons, as defined in paragraph 1(c).

5. In the event that a Party objects to another Party's designation of a document or its contents as Confidential Information, the materials shall be treated as Confidential Information until a contrary ruling by the Commission or, if appropriate, a court of competent jurisdiction. Prior to the time any objection to a designation of Confidential Information is brought before the Commission or a court of competent jurisdiction for resolution, the Parties shall attempt to resolve the objection by agreement. If the Parties are unable to reach an agreement, then either or any of them may bring the objection before the Commission or court of competent jurisdiction in accordance with the applicable rules of that forum. The party bringing the objection before the Commission or court of competent jurisdiction has the burden of satisfying the Commission or court of the need for protection or production.

6. In the event a Party desires to disclose Confidential Information to a person, firm, corporation or entity other than an Authorized Person, such Party shall designate the Confidential Information it wishes to disclose, identify the persons or entities to whom it wishes to make disclosure and advise the Producing Party in writing of its desire to make such disclosure. If, after the Producing Party's receipt of such communication from the Party who seeks disclosure, the two parties are unable to agree on the terms and conditions of such disclosure, such disclosure may be made only on such terms and conditions as the Commission or, if appropriate, a court of competent jurisdiction may order.

7. Nothing in this Agreement shall preclude a Party from using or disclosing any Confidential Information it has produced, i.e. its own information, for any purpose or to any person.

8. Nothing in this Agreement shall preclude any Party from refusing to make any disclosure of any Confidential Information to another party even if the party agrees that such disclosure shall be in accordance with the terms of this Confidentiality Agreement.

9. All persons who are afforded access to any Confidential Information by reason of

this Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated here, and shall take all reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement. No party receiving Confidential Information pursuant to this Agreement may copy, microfilm, microfiche, or otherwise reproduce such Confidential Information without the written consent of the Party who produced such information except for purposes of preparation for and conduct of this proceeding.

10. The parties and non-parties further retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Agreement or a commission issued Protective Order on the grounds of relevancy or materiality.

11. This Agreement shall in no way constitute a waiver of the rights of any party or person to contest any assertion or finding of a trade secret, confidentiality, or privilege or to appeal any determination of the Commission or any assertion by a party.

12. The provisions of this Agreement are specifically intended to apply to information supplied by any party to this proceeding, and any nonparty that supplies documents, testimony, or other information pursuant to process issued by the Commission. Within ten (10) days after the final disposition of the case, including any and all appeals therefrom, all hard copy, other originals and any reproductions of all documents containing Confidential Information subject to this Confidentiality Agreement shall be returned to the Party who produced it.

13. The provisions of this Confidentiality Agreement, insofar as they restrict the disclosure and use of Confidential Information governed by this Confidentiality Agreement, shall, without the written permission of the Party who produced such information or further order of the

Commission or, if appropriate, a court of competent jurisdiction, continue to be binding after the conclusion of the case.

14. The attorneys for the parties to this Confidentiality Agreement have authority to sign the Agreement and to bind the companies and their employees to the terms herein.

WHEREFORE, the undersigned have set their hands and seals as of the date set forth above.

Qwest Corporation

By: Thomas J. Welk
Its: Attorney

Staff of the Public Utilities Commission of the State of
South Dakota

By: Kelly Frazier

Its: _____

Black Hills FiberCom LLC

By: Marvin D. Truhe
Its: Attorney

EXHIBIT A
NONDISCLOSURE AGREEMENT IN TC 01-098

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT dated as of the 6th day of February, 2004, between Qwest Corporation, Black Hills FiberCom, LLC and the Staff of the Public Utilities Commission of the State of South Dakota, in this docket and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance or local exchange service by any telecommunications services provider, or any affiliated enterprise, and that if I should become so involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

Name (Please print)

Employer or Firm

Detailed description of Position and Responsibilities with Employer or Firm.

Business Address

Date

Signature