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George Baker Thomson, Jr.
Corporate Counsel

October 16, 2008

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Triennial Review Order Amendment to the Interconnection
Agreement between Qwest Corporation and Verizon Wireless fka
CommNet Cellular, Inc. for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Triennial Review Order Amendment to the Interconnection Agreement between Qwest Corporation and Verizon Wireless fka CommNet Cellular, Inc., approved by the Commission on July 17, 1997, Docket TC-97-044, for the State of South Dakota.

Contact information for Verizon Wireless is as follows:

Mary Bacigalupi
Cellco Partnership, d/b/a Verizon Wireless
2775 Mitchell Dr., MS 7-1
Walnut Creek, CA 94598
Phone: 925-279-6006

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

Sincerely,

A handwritten signature in black ink, appearing to read "G. Thomson, Jr.", written over a horizontal line.

George Baker Thomson, Jr.

Enclosure

cc: Mary Bacigalupi, Cellco Partnership, d/b/a Verizon Wireless

cc: Colleen Sevold

**Triennial Review Order Amendment
to the Interconnection Agreement between
Qwest Corporation and
Verizon (fka CommNET Cellular, Inc.)
for the State of South Dakota**

This is an amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and the Verizon Wireless entities listed on the signature page of this Amendment (collectively "Verizon Wireless" or "WSP"), successor-in-interest to Cellco Partnership d/b/a Verizon Wireless. This Amendment incorporates the Triennial Review Order between Qwest and WSP. WSP and Qwest shall be known jointly as the "Parties".

RECITALS.

WHEREAS, WSP and Qwest entered into an Interconnection Agreement ("Agreement"), for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, the TRO materially modifies Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the TRO and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of 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:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by deleting certain UNE signaling as set forth in Attachment 1 attached hereto and incorporated herein by this reference.

II. Commission Filing/Commission Approval.

The Parties shall work together in good faith to prepare and file the necessary document to notify the Commission of the actions set forth in Section 1 above.

III. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or WSP concerning the interpretation or effect of the TRO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or WSP from taking any position in any forum concerning the proper interpretation or effect of TRO or concerning whether the TRO should be changed, vacated, dismissed, stayed or modified.

IV. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section IV.

V. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent the UNE listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Execution Date.

VI. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in WSP's Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("Execution Date").

VII. Further Amendments.

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 Parties' authorized representative. 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.

VIII. Entire Agreement.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects 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 subjects 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.

Verizon Wireless


Missouri Valley Cellular, Inc. d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

Sanborn Cellular, Inc. d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Cellular Inc. Financial Corporation d/b/a Verizon Wireless

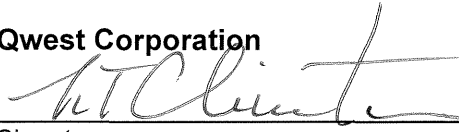


Signature

Beth Drohan
Name Printed/Typed

Area Vice President Network – Midwest Area
Title

9/5/08
Date

Qwest Corporation


Signature

L.T. Christensen
Name Printed/Typed

Director- Interconnection Agreements
Title

9/24/08
Date

ATTACHMENT 1

1. Signaling Networks

1.1 Transition for Signaling Networks - Upon the Execution Date, WSP will not place, and Qwest will not accept, ASRs for unbundled signaling network elements. Qwest account representatives will work with WSP on a plan to convert any existing unbundled signaling network elements to other available Qwest products or services. WSP will submit complete, error-free ASRs to convert or disconnect any existing unbundled signaling network elements with due dates that are within ninety (90) days of the Execution Date. Qwest and WSP will work together to identify those network elements.

1.2 Failure to Convert Non-Impaired Network Elements – Signaling Networks. Absent WSP transition of signaling networks within ninety (90) days of the Execution Date, Qwest will convert services to alternate arrangements. WSP is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the ninety-first (91st) day. WSP is also responsible for all non-recurring charges associated with such conversions.