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George Baker Thomson, Jr.
Corporate Counsel

November 24, 2008

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

Re: Collocation Bay Procurement Amendment to Interconnection Agreement
between Qwest Corporation and XO Communications Services, 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 Collocation Bay Procurement Amendment to Interconnection Agreement between Qwest Corporation and XO Communications Services, Inc. for the State of South Dakota.

Contact information for XO Communications Services, Inc. is as follows:

XO Communications Services, Inc.
Rex Knowles
111 E. Broadway, Suite 10000
Salt Lake City, UT 84111
Phone: 801-983-1504
Facsimile: 802-983-1667
E-mail: Rex.Knowles@xo.com

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

Sincerely,

George Baker Thomson, Jr.

Enclosure

e-mail cc: Rex Knowles

cc: Colleen Sevold

**Collocation Bay Procurement Amendment
to the Interconnection Agreement between
Qwest Corporation
and
XO Communications Services, Inc.
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on August 6, 2008, as referenced in Order/Docket No. TC08-096 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement 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:

Amendment Terms

Section 8.2.3.6 of the Agreement is hereby replaced, in its entirety, with the attached Section 8.2.3.6 terms and conditions for Collocation Bay Procurement, as set forth in Attachment 1, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain 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 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.

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.

XO Communications Services, Inc.



Signature

Heather B. Gold

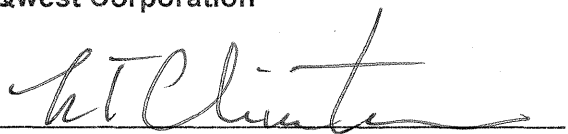
Name Printed **SVP-External Affairs**

Title

10/22/08

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

10/22/08

Date

ATTACHMENT 1
Collocation Bay Procurement

Section 8.0 - COLLOCATION

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.6 Generally, CLEC owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from Qwest. One exception is the Bay itself.

8.2.3.6.1 This Section allows CLEC to request Qwest to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide Qwest with all bay specifications needed to procure the proper bay.

8.2.3.6.2 Upon receipt of a complete Collocation Application where the CLEC has requested that Qwest procure and install the Cageless bay infrastructure, Qwest will review the bay specifications provided on the Application. Within three (3) Days of validation of the application, Qwest will contact CLEC with any questions.

8.2.3.6.3 If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.2.3.6.4 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.

8.2.3.6.5 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, Qwest will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in the Agreement.

8.2.3.6.6 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables).