

**Qwest Corporation**  
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**Jason D. Topp**  
Corporate Counsel



January 11, 2006

Heather Forney  
Deputy Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Amendment to the Master Services Agreement between Qwest Corporation  
and VCI Company for the State of South Dakota

Dear Ms. Forney:

On February 21, 2005, Qwest Corporation ("Qwest") and VCI Company submitted a QPP Master Services Agreement relating to the provisioning of switching and shared transport to the South Dakota Public Utilities Commission.

On October 29, 2004, the Commission issued an Order in Docket No. TC 04-144 wherein the Commission denied Qwest's Motion to Dismiss and approved an agreement between Qwest and MCImetro Access Transmission Services, L.L.C. similar to the underlying agreement to the Amendment at issue here between Qwest and VCI Company. In the Order, the Commission purports to exercise jurisdiction over the Agreement as an interconnection agreement ("ICA"), within the meaning of Section 251 of the Telecommunications Act of 1996 (the "Act"), that must be filed for approval by the Commission pursuant to Section 252 of the Act. Qwest has disputed, and will continue to dispute, that the Agreement and similar commercial arrangements between Qwest and CLECs are ICAs that must be filed with the Commission for approval pursuant to Section 252 of the Act. Notwithstanding this position, and without waiving any of its rights or arguments on these issues, Qwest is filing this Amendment to the Master Services Agreement between Qwest Corporation and VCI Company ("Amendment") as set forth above. Qwest is making the filing, under protest, solely to avoid further controversy or disputes with the Commission regarding the appropriate legal status of this Amendment and its underlying Agreement, pending adjudication of this issue by the Federal Communications Commission and/or the courts.

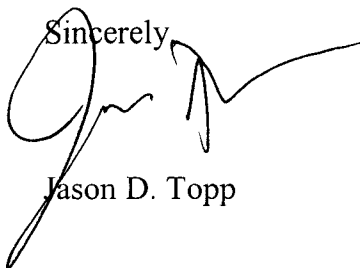
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Contact information for VCI Company is as follows:

Stan Efferding  
VCI Company  
3875 Steilacoom Boulevard SW  
Suite A  
Lakewood, WA 98499  
(206) 419-5948

We have enclosed an original of the Amendment and will also forward to you an electronic copy of the Amendment. Also enclosed is a copy of this letter for date-stamping. Please return that copy to us. If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason D. Topp", with a long horizontal flourish extending to the right.

Jason D. Topp

JDT/bardm

Enclosures

cc: Stan Efferding (via e-mail)  
Colleen Sevold

**Amendment to the Master Services Agreement between  
Qwest Corporation and  
VCI Company**

**For the States of Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota,  
Oregon, South Dakota, Washington and Wyoming**

This is an Amendment ("Amendment") to the Master Services Agreement effective February 8, 2005 between Qwest Corporation ("Qwest"), a Colorado corporation, and VCI Company ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into a Master Services Agreement which includes a Service Exhibit providing access to Qwest Platform Plus™ products (QPP™ - MSA) ("Agreement") for service in the state(s) of Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Washington and Wyoming.

WHEREAS, the Parties wish 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**

The Agreement is hereby amended by deleting the following sentences from Section 8.5 (Security Deposits) of the Agreement:

"Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The INITIAL deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1<sup>st</sup> three (3) months for all services.

And replacing it with the following sentences:

"Repeatedly delinquent" means any payment received fifteen (15) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the most recent three (3) months for all services.

**Effective Date**

This Amendment shall be deemed effective upon execution.

**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.

**VCI Company**

Signature

Stan Efferding  
Name Printed/Typed

Secretary/Treasurer  
Title

11/23/05  
Date

**Qwest Corporation**

Signature

L. T. Christensen  
Name Printed/Typed

Director  
Title

12/7/05  
Date