

Qwest Corporation
Law Department
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Jason D. Topp
Corporate Counsel

200 South 5th Street, Room 2200
Minneapolis, Minnesota 55402



January 11, 2006

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

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

Dear Ms. Forney:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Amendment to the Interconnection Agreement between Qwest Corporation and VCI Company for the State of South Dakota.

Contact information for VCI Company is as follows:

Malia Tasi
VCI Company
3875 Steilacoom Boulevard SW
Suite A
Lakewood, WA 98499
(206) 310-6458

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return it to us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jason D. Topp

JDT/bardm

Enclosure

cc: Malia Tasi (via e-mail)
Colleen Sevold

**Amendment
to the Interconnection Agreement between
Qwest Corporation and
VCI Company
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement 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 an Interconnection Agreement ("Agreement") for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further 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 5.4.5 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 deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services.

and replacing them with the following:

"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 approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

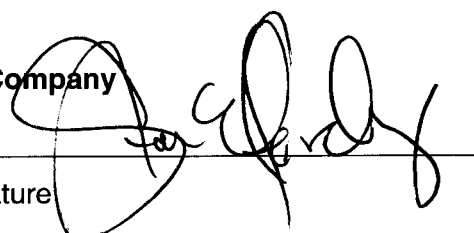
Amendment Waivers

The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement 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 this Agreement.

VCI Company


Signature

Stan Efferding

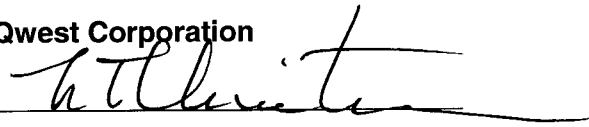
Name Printed/Typed

Secretary/Treasurer

Title

November 23, 2005

Date

Qwest Corporation


Signature

L.T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

12/7/05

Date