

Qwest Corporation
Law Department
(612) 672-8905-Phone
(612) 672-8911-Fax

Jason D. Topp
Corporate Counsel

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

February 15, 2006



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

Re: Expedite Requests Amendment to the Interconnection Agreement between
Qwest Corporation and FiberComm, LLC 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 Expedite Requests Amendment to the Interconnection Agreement between Qwest Corporation and FiberComm, LLC for the State of South Dakota.

Contact information for FiberComm, LLC is as follows:

Michael J. Massey
FiberComm, LLC
P.O. Box 416
Sioux City, IA 51101
(712) 224-2020

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 be 'J. Topp', written over a horizontal line.

Jason D. Topp

JDT/bardm
Enclosure

cc: Michael J. Massey (via e-mail)
Burnie Snoddy (via e-mail)
Colleen Sevold

**Expedite Requests Amendment
to the Interconnection Agreement between
Qwest Corporation
and
FiberComm, LLC, an Iowa Limited Liability Company
for the State of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and FiberComm, LLC, an Iowa Limited Liability Company ("CLEC"); (collectively, 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 Service Commission on July 12, 2001, as referenced in Docket No. TC01-020 ("Agreement"); and

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 adding the terms, conditions and rates for Expedite Requests, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon Commission approval; 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, 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.

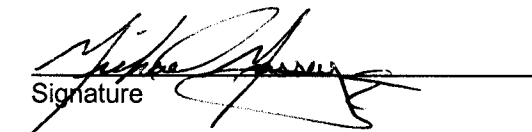
Entire Agreement

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.

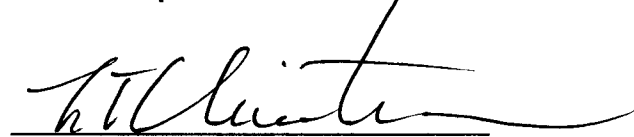
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**FiberComm, LLC,
an Iowa Limited Liability Company**

Qwest Corporation



Signature



Signature

Michael Massey

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

General Manager

Title

Director – Interconnection Agreements

Title

January 31, 2006

Date

2/3/06

Date

ATTACHMENT 1 Expedite Requests

Definition

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

Expedite Requests for LIS Trunk Orders

7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.

Expedite Requests for Designed Unbundled Network Elements

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Charges are set forth in Exhibit A.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

**Exhibit A
South Dakota***

Amendment						Notes		
			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
7.0 Interconnection								
7.8 Miscellaneous Charges								
7.8.1	Expedite Charge (LIS Trunks)				Qwest's South Dakota Access Service Tariff			
9.0 Unbundled Network Elements (UNEs)								
9.20 Miscellaneous Charges								
9.20.14	Expedite Charge							
9.20.14.1	Designed Services				\$200.00			2

NOTES:

[2] Market-based rates