

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

Jason D. Topp
Corporate Counsel



April 20, 2007

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

Re: Rate Amendment Amendment Number 5 to the Interconnection Agreement
between Qwest Corporation and AT&T Communications of the Midwest, 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 Rate Amendment Amendment Number 5 to the Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc. for the State of South Dakota.

Contact information for AT&T Communications of the Midwest, Inc. is as follows:

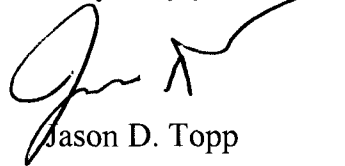
Bill C. Peacock
AT&T Corp.
6304 Highway 5
Douglasville, GA 30135
(678) 715-0289
bpeacock@att.com

Mitchell Menezes
Corporate Counsel
AT&T Corp.
2535 East 40th Avenue, Suite B1200
Denver, CO 80205
(720) 890-6081
mmenezes@att.com

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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", with a long, sweeping horizontal line extending to the right from the end of the signature.

JDT/bardm

Enclosure

cc: Bill C. Peacock (via e-mail)
Mitchell Menezes (via e-mail)
Colleen Sevoid

**Rate Amendment
Amendment Number 5 to the Interconnection Agreement
between
AT&T Communications of the Midwest, Inc. and
Qwest Corporation
for the State of South Dakota**

This Amendment ("Amendment") is made and entered into by and between AT&T Communications of the Midwest, Inc. ("CLEC") and Qwest Corporation ("Qwest"). Qwest and CLEC shall be known jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (the "Agreement") that was approved by the Commission; and

WHEREAS, the Parties desire to amend the Agreement further by adding the terms, conditions and rates 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

Pursuant to Section 2.2 of the Agreement, this Amendment is made in order to amend Exhibit A, attached hereto and incorporated herein, to correct inadvertent errors in the Power Reduction Section.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission. However, pursuant to the Commission order, the rates are effective as set forth therein.

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.

AT&T Communications of the Midwest, Inc.

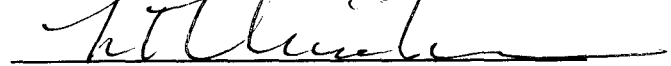

Authorized Signature

Billy C. Peacock
Name Printed/Typed

Director – Financial Analysis
Title

3 - 26 - 2007
Date

Qwest Corporation


Authorized Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

4/2/07
Date

South Dakota:

		Recurring	Non-Recurring	Notes
8.13	DC Power Reduction			
8.13.1	Reduce Primary or secondary feed value			
8.13.1.1	Initial amount less than or equal to 60 amps			
	QPF		\$441.00	
	Power Reduction Charge		\$346.00	
8.13.1.2	Initial amount is greater than 60 amps and maintaining greater than 60 amps			
	QPF		\$441.00	
	Power Reduction Charge		\$587.00	
8.13.1.3	Initial amount is greater than or equal to 60 amps		ICB	3
8.13.2	Secondary Feed			
8.13.2.1	Initial amount is less than 60 amps: reduce secondary feed to zero.			
	QPF		\$441.00	
	Power Reduction Charge		\$414.92	
	Monthly reservation charge	\$37.00		
8.13.2.2	Initial amount is greater than 60 amps:			
	QPF		\$441.00	
	Power Reduction Charge		\$414.92	
8.13.3	Power Restoration		ICB	3

Notes

3 ICB, Individual Case Basis pricing.