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Jason D. Topp
Corporate Counsel

May 18, 2007



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

Re: Payment Terms Amendment to the Interconnection Agreement between Qwest Corporation and Comtel Telcom Assets LP, a Texas Limited Partnership, dba Excel Telecommunications 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 Payment Terms Amendment to the Interconnection Agreement between Qwest Corporation and Comtel Telcom Assets LP, a Texas Limited Partnership, dba Excel Telecommunications for the State of South Dakota.

Contact information for Comtel Telcom Assets LP, a Texas Limited Partnership, dba Excel Telecommunications is as follows:

Deena Falk
Comtel Telcom Assets LP dba Excel
Telecommunications
433 East Las Colinas Boulevard
Suite 1300
Irving, TX 75039
(972) 910-1458
Deena.falk@excel.com

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

Very truly yours,


Jason D. Topp

JDT/kardm
Enclosure

cc: Deena Falk (via e-mail)
Colleen Sevold

**Payment Terms Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
Comtel Telcom Assets LP, a Texas Limited Partnership, dba Excel Telecommunications
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Comtel Telcom Assets LP, a Texas Limited Partnership, dba Excel Telecommunications ("CLEC"); (collectively, the "Parties").

RECITALS

WHEREAS, Qwest Corporation and Excel Telecommunications, Inc. entered into an Interconnection Agreement, for services in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on September 18, 2002, as referenced in Docket No. TC02-093 ("Agreement"); and

WHEREAS, the Parties entered into a Stipulation and Order as approved by the United States Bankruptcy Court for the District of Northern Texas, Dallas Division in Case No. 04-81694-HDH-11 that modifies the terms of the 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

The Agreement is hereby amended as follows:

Failure by Comtel to timely pay the Cash Cure Payments, according to the Stipulation and Order as approved by the United States Bankruptcy Court for the District of Northern Texas, Dallas Division in Case No. 04-81694-HDH-11, shall constitute an event of default under the Interconnection Agreement, but only after Comtel has been given written notice of its failure to make timely Cash Cure Payment and Comtel fails to cure such default within ten (10) Business Days of receipt of such default notice.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution.

Amendments; Waivers

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.

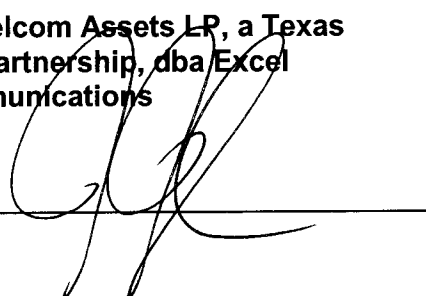
**Comtel Telcom Assets LP, a Texas
Limited Partnership, dba/Excel
Telecommunications**

Signature

Name Printed/Typed

Title

Date



CAO

5/08/07

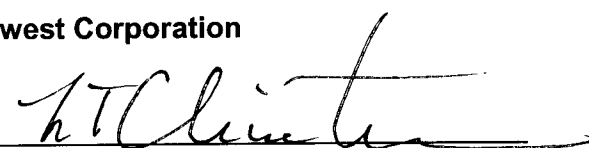
Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

Date



5/14/07