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Jason D. Topp
Corporate Counsel

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



February 12, 2008

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

Re: Border Town Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications 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 Border Town Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications for the State of South Dakota.

Contact information for Midcontinent Communications is as follows:

Nancy Vogel
Director of Revenue Assurance
Midcontinent Communications
3901 North Louise Avenue
Sioux Falls, SD 57107
(605) 357-5485
nancy_vogel@mimi.net

J.G. Harrington, Esq.
Dow Lohnes, PLLC
1200 New Hampshire Avenue, NW
Suite 800
Washington, DC 20036-6802
(202) 776-2818
jharrington@dowlohn.com

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 the typed name "Jason D. Topp".

Jason D. Topp

JDT/bardm
Enclosure

cc: Nancy Vogel (via e-mail)
J.G. Harrington (via e-mail)
Colleen Sevold

**Border Town Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Midcontinent Communications
for the State of South Dakota**

This is an Amendment ("Amendment") for Border Towns to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Midcontinent Communications ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, Qwest and CLEC entered into an Interconnection Agreement for service in the state of South Dakota that will be executed concurrently with this Amendment (the "Interconnection Agreement"); 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:

1. Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for services terminating in Border Towns as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

2. 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. 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, the CLEC's bills shall be deemed accurate and adjusted without error.

3. Further Amendments

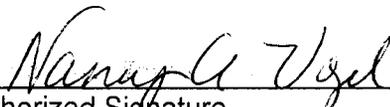
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

4. 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.

Midcontinent Communications



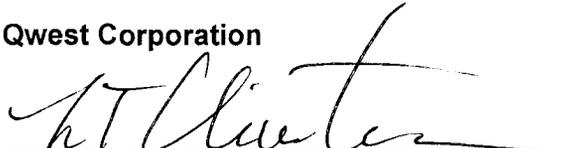
Authorized Signature

Nancy A. Vogel

Name Printed/Typed
By Midcontinent Communications
Investor, LLC, Managing Partner of
Title Midcontinent Communications
Director of Revenue Assurance
January 14, 2008

Date

Qwest Corporation



Authorized Signature

L.T. Christensen

Name Printed/Typed
Director-Interconnection Agreements
Title
1/15/08

Date

ATTACHMENT 1 Border Town

1.0 Description

A Border Town community is one in which the End User Customer physically resides in one state but the product is provided from a Central Office (CO) located in another state.

2.0 Terms and Conditions

2.1 The monthly and non-recurring rates for each Border Town are based on the interconnection rates of the state where the End User Customer of the service is physically located. CLEC will pay rates for the service based on the End User Customer's State.

2.2 Taxes, if applicable, are also based on the End User Customer's physical location, not the serving Central Office.

2.3 This Amendment applies to the following Wholesale Product offerings:

Unbundled Loop Resale

Sub Loop

2.5 To determine whether an End User Customer is located in a Border Town, CLEC should check the Qwest Border Town, NPA-NXX matrix, located on the web at <http://www.qwest.com/wholesale/clecs/preordering.html>. If the NPA-NXX of the End User Customer is identified on the state specific matrix, the End User Customer is located in a Border Town.

2.6 CLEC agrees to submit to the jurisdiction and rates of the state in which the CLEC End User Customer resides.

3.0 Rate Elements

3.1 The rates as defined for the state where the End User Customer resides are set forth in Exhibit A for the Qwest filed SGAT in that state.

3.2 Miscellaneous Charges may also apply and are included in Exhibit A.

4.0 Ordering

4.1 To request service in a Border Town, the CLEC must have an Interconnection Agreement in the state where the Central Office (CO) is located.

Amendment		Options		Bill and Keep			Notes		
				Recurring	Recurring Flat Fee	Non-Recurring	2000	2001	2002
6.0 Resale				Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.1 Wholesale Discount Rates									
6.1.1	Basic Exchange Residential Line Service / Low Income Telephone Assistance Programs			13.00%		13.00%	A		A
6.1.2	Basic Exchange Business Line Service / PBX / ISDN / ACS / Centrex Plus			15.70%		15.70%	A		A
6.1.3	Toll - Message Telecommunications Service (MTS), Wide Area Telecommunications Service			15.00%		15.00%	A		A
6.1.4	Public Access Line (PAL) Service			15.70%		15.70%	A		A
6.1.5	Listings, Central Office Features, per Activation Basic Services (e.g., Continuous Redial, Last Call			31.60%		31.60%	A		A
6.1.6	Private Line Transport Service			21.40%		21.40%	A		A
6.1.7	Directory Assistance, Operator Service, and Miscellaneous Services which do not fall within any of			16.80%		16.80%	A		A
6.1.8	Negotiated Contract Agreements, Promotional Offerings of Less Than 90 Days and Zone Charges			0.00%		0.00%	A		A
6.1.9	Special Promotions of more than 90 days, Market Trials of more than 90 days, Physically Impaired Service Programs, Volume/Term Discount Plans			Discount depends on type of service offered		Discount depends on type of service offered	A		A
6.2 Customer Transfer Charge (CTC)									
6.2.1	CTC for POTS Service								
	6.2.1.1	Residential / Business							
		6.2.1.1.1	First Line						
			6.2.1.1.1.1	Installation, Manual		\$17.36			B
			6.2.1.1.1.2	Intentionally Left Blank					
			6.2.1.1.1.3	Installation, Mechanized		\$0.72			B
		6.2.1.1.2	Each Additional						
			6.2.1.1.2.1	Installation, Manual		\$2.89			B
			6.2.1.1.2.2	Intentionally Left Blank					
			6.2.1.1.2.3	Installation, Mechanized		\$0.14			B
6.2.2	CTC for Private Line Transport Service								
	6.2.2.1	First				\$36.86			B
	6.2.2.2	Each Additional				\$23.36			B
6.2.3	CTC for Advanced Communications Services, per Circuit					\$41.47			B
9.0 Unbundled Network Elements (UNEs)									
9.2 Unbundled Loops									
9.2.1	Analog Loops					See 9.2.4			
	9.2.1.1	2-Wire Voice Grade Loop with Grooming							
		9.2.1.1.1	Base Rate Area	\$22.39				B	
		9.2.1.1.2	Zone 1	\$31.70				B	
		9.2.1.1.3	Zone 2	\$35.33				B	
		9.2.1.1.4	Zone 3	\$40.45				B	
	9.2.1.2	2-Wire Voice Grade Loop when ordered with Port							
		9.2.1.2.1	Base Rate Area	\$20.92				B	
		9.2.1.2.2	Zone 1	\$30.24				B	
		9.2.1.2.3	Zone 2	\$33.86				B	
		9.2.1.2.4	Zone 3	\$38.99				B	
	9.2.1.3	4-Wire Voice Grade Loop with Grooming							
		9.2.1.3.1	Base Rate Area	\$43.27				B	
		9.2.1.3.2	Zone 1	\$61.91				B	
		9.2.1.3.3	Zone 2	\$69.16				B	
		9.2.1.3.4	Zone 3	\$79.40				B	
	9.2.1.4	4-Wire Voice Grade Loop when ordered with Port							
		9.2.1.4.1	Base Rate Area	\$41.80				B	
		9.2.1.4.2	Zone 1	\$60.44				B	
		9.2.1.4.3	Zone 2	\$67.69				B	
		9.2.1.4.4	Zone 3	\$77.93				B	
	9.2.1.5	Unbundled Loop Grooming (2-Wire)		\$1.47				B, 14	
	9.2.1.6	Unbundled Loop Grooming (4-Wire)		\$1.47				B, 15	
9.2.2	Nonloaded Loops					See 9.2.4			
	9.2.2.1	2-Wire Nonloaded Loop with Grooming							
		9.2.2.1.1	Base Rate Area	\$22.39				B	
		9.2.2.1.2	Zone 1	\$31.70				B	
		9.2.2.1.3	Zone 2	\$35.33				B	
		9.2.2.1.4	Zone 3	\$40.45				B	
	9.2.2.2	2-Wire Nonloaded Loop when ordered with Port							
		9.2.2.2.1	Base Rate Area	\$20.92				B	
		9.2.2.2.2	Zone 1	\$30.24				B	
		9.2.2.2.3	Zone 2	\$33.86				B	

				Recurring	Recurring Per Min	Non- Recurring	Zone	Rate	Notes
			9.2.2.2.4	Zone 3	\$38.99		B		
	9.2.2.3		4-Wire Nonloaded Loop with Grooming						
			9.2.2.3.1	Base Rate Area	\$43.27		B		
			9.2.2.3.2	Zone 1	\$61.91		B		
			9.2.2.3.3	Zone 2	\$69.16		B		
			9.2.2.3.4	Zone 3	\$79.40		B		
			9.2.2.4	Cable Unloading / Bridge Tap Removal		\$615.79			A, 8
	9.2.3		Digital Capable Loops						
			9.2.3.1	Basic Rate ISDN / xDSL-I Capable		See 9.2.4			
			9.2.3.1.1	Base Rate Area	\$22.39		B		
			9.2.3.1.2	Zone 1	\$31.70		B		
			9.2.3.1.3	Zone 2	\$35.33		B		
			9.2.3.1.4	Zone 3	\$40.45		B		
			9.2.3.2	Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loop when ordered with Port					
			9.2.3.2.1	Base Rate Area	\$20.92		B		
			9.2.3.2.2	Zone 1	\$30.24		B		
			9.2.3.2.3	Zone 2	\$33.86		B		
			9.2.3.2.4	Zone 3	\$38.99		B		
			9.2.3.3	DS1 Capable Loop		See 9.2.5			
			9.2.3.3.1	Base Rate Area	\$90.85		C		
			9.2.3.3.2	Zone 1	\$105.07		C		
			9.2.3.3.3	Zone 2	\$114.63		C		
			9.2.3.3.4	Zone 3	\$118.05		C		
			9.2.3.4	DS3 Capable Loop		See 9.2.6			
			9.2.3.4.1	Base Rate Area	\$986.66		C		
			9.2.3.4.2	Zone 1	\$1,279.48		C		
			9.2.3.4.3	Zone 2	\$1,502.09		C		
			9.2.3.4.4	Zone 3	\$1,641.19		C		
			9.2.3.5	Intentionally Left Blank					
			9.2.3.6	2-Wire Extension Technology	\$8.40		B		
			9.2.3.7	Intentionally Left Blank					
			9.2.3.8	Unbundled Loop Grooming 2-Wire Extension Technology	\$1.47		B, 16		
	9.2.4		Loop Installation Charges for 2 & 4-Wire Analog, 2 & 4-Wire Nonloaded, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.		See 9.2.1, 9.2.2, & 9.2.3.1				
			9.2.4.1	Basic Installation					
			9.2.4.1.1	First		\$104.73		B	
			9.2.4.1.2	Each Additional		\$74.43		B	
			9.2.4.2	Basic Installation with Performance Testing					
			9.2.4.2.1	First		\$190.71		B	
			9.2.4.2.2	Each Additional		\$102.12		B	
			9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
			9.2.4.3.1	First		\$240.27		B	
			9.2.4.3.2	Each Additional		\$130.04		B	
			9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
			9.2.4.4.1	First		\$120.80		B	
			9.2.4.4.2	Each Additional		\$78.16		B	
			9.2.4.5	Basic Installation with Cooperative Testing					
			9.2.4.5.1	First		\$234.97		B	
			9.2.4.5.2	Each Additional		\$130.04		B	
	9.2.5		DS1 Loop Installation Charges		See 9.2.3.3				
			9.2.5.1	Basic Installation					
			9.2.5.1.1	First		\$205.52		C	
			9.2.5.1.2	Each Additional		\$130.53		C	
			9.2.5.2	Basic Installation with Performance Testing					
			9.2.5.2.1	First		\$344.94		C	
			9.2.5.2.2	Each Additional		\$202.44		C	
			9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
			9.2.5.3.1	First		\$409.11		C	
			9.2.5.3.2	Each Additional		\$250.42		C	
			9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
			9.2.5.4.1	First		\$210.81		C	
			9.2.5.4.2	Each Additional		\$130.53		C	
			9.2.5.5	Basic Installation with Cooperative Testing					
			9.2.5.5.1	First		\$407.74		C	
			9.2.5.5.2	Each Additional		\$250.42		C	
	9.2.6		DS3 Loop Installation Charges		See 9.2.3.4				
			9.2.6.1	Basic Installation					
			9.2.6.1.1	First		\$260.57		C	
			9.2.6.1.2	Each Additional		\$187.74		C	
			9.2.6.2	Basic Installation with Performance Testing					
			9.2.6.2.1	First		\$378.95		C	
			9.2.6.2.2	Each Additional		\$243.64		C	
			9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
			9.2.6.3.1	First		\$443.12		C	
			9.2.6.3.2	Each Additional		\$291.62		C	
			9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					

				Recurring	Recurring Pay Line	Non- Recurring	REG	REG- SMA	REG- SMA	REG- SMA
			9.2.6.4.1	First						C
			9.2.6.4.2	Each Additional					\$265.87	C
			9.2.6.5	Basic Installation with Cooperative Testing					\$187.74	C
			9.2.6.5.1	First					\$441.75	C
			9.2.6.5.2	Each Additional					\$291.62	C
		9.2.7	Intentionally Left Blank							
		9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)						\$38.79	B
		9.3 Subloop								
		9.3.1	2-Wire Analog & Nonloaded Distribution Loop							
			9.3.1.1	First					\$117.46	B
			9.3.1.2	Each Additional					\$35.43	B
			9.3.1.3	First & Each Additional 2-Wire Distribution Loop						
			9.3.1.3.1	Base Rate Area	\$17.89					B
			9.3.1.3.2	Zone 1	\$22.60					B
			9.3.1.3.3	Zone 2	\$24.76					B
			9.3.1.3.4	Zone 3	\$29.47					B
			9.3.2	Intentionally Left Blank						
			9.3.3	Intra-Building Cable, per Pair	\$0.55					B
			9.3.3.1	No Dispatch, First					\$55.16	B
			9.3.3.2	No Dispatch, Each Additional					\$22.63	B
			9.3.4	Intentionally Left Blank						
			9.3.5	MTE Terminal Subloop Access						
			9.3.5.1	Subloop MTE - POI Site Inventory, per Request					\$130.03	B
			9.3.5.2	MTE - POI Rearrangement of Facilities					ICB	3
			9.3.5.3	MTE - POI Construction of New SPOI	ICB					3
			9.3.6	Intentionally Left Blank						
			9.3.7	Field Connection Point (FCP)						
			9.3.7.1	Feasibility Fee / Quote Preparation Fee					\$883.26	B
			9.3.7.2	Set-up, per Request	\$1.63				\$2,644.23	B
			9.3.7.3	Splicing, per 25 Pairs	\$0.01				\$11.15	B
			9.3.7.4	Reclassification Charge					\$574.07	B
NOTES:										
A	Ordered in Docket Number 70000-TA-01-700, effective 7/1/02.									
B	Cost Docket 70000-TA-04-1023, effective 1/06/06									
C	Cost Docket 70000-TA-04-1023, effective 12/10/06									
3	ICB, Individual Case Basis									
8	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 3/14/05.									
14	Rate recovery for this element was added to the price of the loop in Sections 9.2.1.1 and 9.2.2.1.									
15	Rate recovery for this element was added to the price of the loop in Section 9.2.1.3.									
16	Rate recovery for this element was added to the price of the loop in Section 9.2.3.1.									