



Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202-2658
Phone 303 383-6645
Facsimile 303 383-8588
George.Thomson@qwest.com

George Baker Thomson, Jr.
Corporate Counsel

November 24, 2008

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

Re: Inter LCA Amendment to Interconnection Agreement
between Qwest Corporation and PrairieWave Telecommunications, 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 Inter LCA Amendment to Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc. for the State of South Dakota.

Contact information for PrairieWave Telecommunications, Inc. is as follows:

PrairieWave Telecommunications, Inc. (now Knology of the Plains, Inc.)
5100 South Broadband Lane
Attn: Legal Department
Sioux Falls, SD 57108
E-mail: bruce.schoonover@knology.com
Phone: 706-645-3966
Facsimile: 706-645-0148

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "George Baker Thomson, Jr.", written in a cursive style.

George Baker Thomson, Jr.

Enclosure
e-mail cc: Bruce Schoonover

cc: Colleen Sevold

**Inter LCA Amendment
to the Interconnection Agreement between
Qwest Corporation and
PrairieWave Telecommunications, Inc.
for the State of South Dakota**

This is an Amendment ("Amendment") for InterLCA to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and PrairieWave Telecommunications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for services in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on December 4, 2006, as referenced in Docket No. TC06-174 ("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, in their entirety, Sections 7.2.2.9.6, 7.2.2.9.6.1 and 7.2.2.9.3.1, replacing in its entirety, Section 7.1.2, and adding a new Section 7.1.2.10 and related subsets, as set forth in Attachment 1 to this Amendment.

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.

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.

PrairieWave Telecommunications, Inc.



Signature

BRUCE SCHOONOVER, JR.

Name Printed/Typed


DIRECTOR - REGULATORY AFFAIRS

Title

11/11/08

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Interconnection Agreements

Title

11/20/08

Date

ATTACHMENT 1

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish a Point of Interconnection in each Qwest local calling area where it does business. The Parties shall establish, through negotiations, one of the following interconnection agreements within each local calling area: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Inter Local Calling Area (LCA) Facility in accordance with this Interconnection Section of the Agreement.

7.1.2.10 LIS Inter Local Calling Area (LCA) Facility

7.1.2.10.1 CLEC may request Qwest-provided facilities to transport Exchange Service EAS/Local Traffic from a virtual local POI ("Local POI") in a Qwest local calling area to a POI located in an EAS/local serving area in which CLEC desires to serve customers, the LIS InterLCA Facility product is available to establish a CLEC POI to serve this distant EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS interLocal Calling Area (LCA) facilities.

7.1.2.10.2 The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI. CLEC may use interconnection arrangements (1), (2), or (3), as outlined in the Interconnection – Interconnection Facility Options Section, to establish the distant POI.

7.1.2.10.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Exhibit A.

7.1.2.10.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Exhibit A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

7.1.2.10.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest-originated traffic to CLEC, in accordance with the Interconnection – Reciprocal Compensation Section of the Agreement. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLCA facility that exceeds twenty (20) miles in length.

7.1.2.10.6 In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.

7.1.2.10.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.

7.1.2.10.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.

7.1.2.10.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.

7.1.2.10.10 The Parties understand and agree that the virtual Local POI and distant POI discussed in this Section 7.1.2.10 and its subsections is not an actual presence of CLEC facilities and will not be construed as an actual POI, as defined in the Agreement.