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George Baker Thomson, Jr.
Corporate Counsel

June 28, 2010

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

Re: Transit Traffic Update Amendment to Interconnection Agreement
between Qwest Corporation and XO Communications Services, 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 Transit Traffic Update Amendment to Interconnection Agreement between Qwest Corporation and XO Communications Services, Inc. for the State of South Dakota.

Contact information for XO Communications Services, Inc. is as follows:

XO Communications Services, Inc.
Rex Knowles
111 E. Broadway, Suite 10000
Salt Lake City, UT 84111
Phone: 801-983-1504
Facsimile: 802-983-1667
E-mail: Rex.Knowles@xo.com

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. The signature is positioned above the printed name of the signatory.

George Baker Thomson, Jr.

Enclosure
e-mail cc: Rex Knowles

cc: David Ziegler

**Transit Traffic Update Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Communications Services, Inc.
for the State of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the 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 Transit Traffic rates of the Agreement are hereby amended by replacing Section 7.9.1 and Section 7.9.2 Local & IntraLATA Toll Transit, per Minute of Use as reflected in Exhibit A, attached hereto and incorporated herein.

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 on a prospective basis 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.

XO Communications Services, Inc.

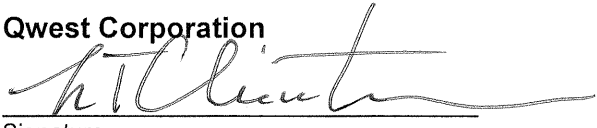

Signature

Heather B. Gold
Name Printed/Typed **SVP External Affairs**

Title

6/16/2010
Date

Qwest Corporation


Signature

L.T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

6/21/10
Date

**XO Communications
South Dakota**

				Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
	7.9.1	Local Transit, per Minute of Use		\$0.001245			@		
	7.9.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 7 Miles)		Qwest's South Dakota Access Service Tariff	Qwest's South Dakota Access Service Tariff				