

**Unbundled Loops Used to Provide xDSL Services Amendment
to the Interconnection Agreement between
Qwest Corporation
and
XO Communications Services, Inc.
for the State of South Dakota**

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

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) in the state of South Dakota, which was approved by the Commission;

WHEREAS, the Parties agree 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 adding terms and conditions relating to xDSL Capable Loops, as set forth in Attachments 1-3 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree the terms in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or term(s) in other contexts.

Qwest will restore Asymmetric Digital Subscriber Line (“ADSL”), including the NC code of LXR-, which Qwest previously grandparented. Qwest will reverse changes made via its Change Request (“CR”) (CR #PC121106-1). Qwest will not re-notify or implement the changes initially announced in its March 13, 2009 notice (PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25) that Qwest did not implement (but indicated in its April 3, 2009 Response it will re-notify). Qwest will not take actions, or make statements in notices to CLECs, that are inconsistent with Qwest’s obligation, under 47 C.F.R. § 51.319(a)(8), to not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop.

Intrabuilding cable is not addressed in this Amendment. CLEC and Qwest reserve their rights with respect to intrabuilding cable.

Effective Date and Implementation Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to begin implementation of the provisions of this Amendment the later of February 28, 2011 or upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions of Attachments 1-3 and Exhibit A in the State of South Dakota.

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

DocuSigned by:
Heather B. Gold
Signature _____
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Heather B. Gold
Name Printed/Typed _____

SVP – External Affairs
Title _____

5/12/2011
Date _____

Qwest Corporation

05E9FC68BD57454...
L T Christensen
Signature _____
DocuSigned By: L T Christensen

L. T. Christensen
Name Printed/Typed _____

Director – Wholesale Contracts
Title _____

5/13/2011
Date _____