

CHECK SHEET

Title Page and Original Pages 0-1 to 0-53; 1-1; 2-0 to 2-138; 3-0 to 3-24; 4-0 to 4-14; 5-0 to 5-40; 6-0 to 6-455; 7-0 to 7-798; 8-1 to 8-457; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-42; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-104; 16-0 to 16-185; 17-0 to 17-472; 18-0 to 18-3; 19-0 to 19-5, 20-0 to 20-28; 21-1 to 21-48; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-18 inclusive of this Tariff are effective as of November 11, 2003. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
Title	Original	0-1.23	35th	0-9	Original
0-1	181st *	0-1.24	12th	0-10	Original
0-1.1	33rd	0-1.25	14th	0-11	Original
0-1.2	27th	0-1.26	24th	0-12	Original
0-1.3	27th	0-1.27	22nd	0-13	2nd
0-1.4	17th	0-1.28	7th	0-14	1st
0-1.5	3rd	0-1.29	13th	0-15	5th
0-1.6	3rd	0-1.30	7th	0-16	2nd
0-1.7	6th	0-1.31	3rd	0-16.1	4th
0-1.8	8th	0-1.32	4th	0-17	4th
0-1.9	12th	0-1.33	4th	0-18	Original
0-1.10	13th	0-1.34	3rd	0-19	Original
0-1.11	9th	0-1.35	3rd	0-20	Original
0-1.12	19th	0-1.36	6th	0-21	Original
0-1.13	7th	0-1.37	Original	0-22	Original
0-1.14	16th	0-1.38	2nd	0-23	Original
0-1.15	7th	0-1.39	20th *	0-24	2nd
0-1.16	15th	0-2	1st	0-25	1st
0-1.17	11th	0-3	1st	0-26	5th
0-1.18	15th	0-4	Original	0-27	1st
0-1.19	53rd	0-5	3rd	0-28	Original
0-1.20	16th	0-6	Original	0-29	1st
0-1.21	7th	0-7	Original		
0-1.22	8th	0-8	Original		

* New or Revised Page.

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1801 California Street, Denver, Colorado 80202

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CHECK SHEET (Cont'd)

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
21-18	Original	22-3	Original	24-3	1st
21-19	Original	22-4	Original	24-4	1st
21-20	Original	23-0	Original	24-5	1st
21-21	Original	23-1	1st	24-6	2nd
21-22	Original	23-2	1st	24-7	2nd
21-23	Original	23-3	Original	24-8	Original
21-24	Original	23-4	Original	24-9	Original
21-25	Original	23-5	Original	24-10	Original
21-26	Original	23-6	Original	24-11	Original
21-27	Original	23-7	Original	24-12	Original
21-28	1st	23-8	Original	24-13	Original
21-29	2nd	23-9	Original	24-14	1st
21-30	1st	23-10	Original	24-15	Original
21-31	Original	23-11	Original	24-16	Original
21-32	Original	23-12	Original	24-17	2nd
21-33	Original	23-13	Original	24-18	2nd
21-34	Original	23-14	Original	24-19	Original
21-35	Original	23-15	Original	24-20	Original
21-36	Original	23-16	Original	24-21	Original
21-37	Original	23-17	Original	24-22	Original
21-38	Original	23-18	Original	24-23	Original
21-39	Original	23-19	Original	24-24	Original
21-40	1st	23-20	Original	24-25	Original
21-41	1st	23-21	Original	24-26	Original
21-42	Original	23-22	Original	24-27	Original
21-43	Original	23-23	Original	24-28	Original
21-44	Original	23-24	Original	24-29	Original
21-45	Original	23-25	Original	24-30	Original
21-46	Original	23-26	Original	24-31	Original
21-47	Original	23-27	Original	24-32	Original *
21-48	Original	23-28	Original	24-33	Original *
22-0	Original	24-0	1st	24-34	Original *
22-1	Original	24-1	1st	24-35	Original *
22-2	Original	24-2	Original	24-36	Original *

* New or Revised Page.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011

(N)

DESCRIPTION: Contract for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS)

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT
EFFECTIVE DATE: July 31, 2004

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) purchased under a 36-month term plan at the 36-month Pricing Plan Rates. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

Upon meeting the respective minimum service periods set forth in Sections 7 and 15, preceding, the customer will be able to move, add, change, discontinue or terminate services without incurring any shortfall charge or Termination Liability, so long as the Revenue Commitment set forth below, is met and any associated nonrecurring revenue charges disclosed to the customer in advance are paid.

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer:

- The customer must commit to purchasing at least \$66,000,000 of Contributory Services over 36-months. Contributory Services include Voice Grade Service (VGS), Digital Data Service (DDS), DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS), Analog Trunks, ISDN Basic Rate Service, Digital Switched Service (DSS), Uniform Access Solutions (UAS), Business Voice Messaging, Centrex Prime, Centrex 21, Centron, Flat Business Lines, Flat Residence Lines, DSL Service, Caller ID, Voice Mail, Measured Business Lines, Business Line Plus, GeoMax Service, Frame Relay Service (FRS), LAN Switching Service and ATM.

(N)

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Effective: July 31, 2004

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011

The following eligibility criteria must be met in order to receive this VGS, DDS, DS1, DS3, SST and/or SHNS Contract Offer(Cont'd):

- No more than 50% of the monthly recurring charges paid to the Company by the customer in the month prior to the customer's acceptance of this contract tariff arose from services offered under this tariff. This Contract will replace and supercede all existing and prior agreements for services between the customer and the Company. The customer shall not incur any Termination Liability, shortfall or cancellation penalties under any existing agreements that are replaced or superceded by this Contract. In addition any existing services that have a minimum service period and are services that will move under this Contract, shall be able to count time in service toward the satisfaction of the applicable minimum service period under this Contract.

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$66,000,000 commitment within the first 36-months:
 - The customer must notify the Company in writing of their intent to renew this Contract
 - The Contract may be automatically extended on the same terms and conditions, but excluding the revenue commitment, for a period of six months from the end of the thirty-six month period when the customer and the Company are involved in good faith negotiations
- If at the end of the 36-month term the customer has not met the \$66,000,000 commitment then:

If the customer fails to meet the revenue commitment, the Company at its sole option, may assess a shortfall charge, provided that the shortfall charge has not been waived or reduced in an amount equal to the difference between the revenue commitment and the actual amounts billed and paid for during the thirty-six month period

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete(Cont'd):

- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-012

(N)

DESCRIPTION: Contract for one DS3 and 37 - DS1Circuits

CONTRACT AVAILABILITY: Effective from July 31, 2004 through August 31, 2004

CONTRACT
EFFECTIVE DATE: July 31, 2004

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: Minneapolis-St. Paul MSA, Phase I and Phase II, as defined in Section 23

This contract tariff is for one DS3 and 37-DS1 circuits purchased under a 60-month term plan at the 60-month Pricing Plan Rates. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date. The nonrecurring charges will be waived when eligibility is met.

The following eligibility criteria must be met in order to receive this DS3 and DS1 Contract Offer:

- Service must be located in the Minneapolis-St. Paul MSA
- Service must be comprised of 37-DS1s and 1-DS3

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-013

(N)

DESCRIPTION:	Contract for one OC3 Synchronous Service Transport (SST) Circuit
CONTRACT AVAILABILITY:	Effective from July 31, 2004 through August 31, 2004
CONTRACT EFFECTIVE DATE:	July 31, 2004
CONTRACT EXPIRATION DATE:	60-Months
AVAILABLE MSAS:	Salt Lake City, Utah MSA, Phase I and Phase II, as defined in Section 23

This contract tariff is for the renewal of one OC3 Synchronous Service Transport (SST) Circuit purchased on a 60-month Pricing Plan. All recurring rate elements for the OC3 Service will be available at 20% less than the 60-month Pricing Plan rates set forth in Section 17. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes, at the rate in effect on the service date.

The following eligibility criteria must be met in order to receive this OC3 Contract Offer:

- Service must be in the following Salt Lake City, Utah Wire Centers: Salt Lake City Main, SLKCUTMA and Salt Lake City West, SLKCUTWE.
- Service must be comprised of one existing OC3 Synchronous Service Transport (SST) Circuit in place, ready for contract renewal without any changes

When the entire service or a portion of the service is disconnected prior to the expiration of the fixed period service rate plan then Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

(N)

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