

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	36th	0-8	Original
0-1	205th *	0-1.24	12th	0-9	Original
0-1.1	34th	0-1.25	15th	0-10	Original
0-1.2	27th	0-1.26	26th	0-11	Original
0-1.3	27th	0-1.27	22nd	0-12	Original
0-1.4	17th	0-1.28	8th	0-13	2nd
0-1.5	3rd	0-1.29	14th	0-14	1st
0-1.6	3rd	0-1.30	8th	0-15	6th
0-1.7	6th	0-1.31	3rd	0-15.1	Original
0-1.8	8th	0-1.32	6th	0-16	2nd
0-1.9	12th	0-1.33	7th	0-16.1	4th
0-1.10	14th	0-1.34	7th	0-17	4th
0-1.11	9th	0-1.35	7th	0-18	Original
0-1.12	19th	0-1.36	10th	0-19	Original
0-1.13	7th	0-1.37	4th	0-20	Original
0-1.14	17th	0-1.38	4th	0-21	Original
0-1.15	8th	0-1.39	29th	0-22	Original
0-1.16	17th	0-1.40	4th *	0-23	Original
0-1.17	12th	0-2	1st	0-24	2nd
0-1.18	18th	0-3	1st	0-25	1st
0-1.19	54th	0-4	Original	0-26	5th
0-1.20	20th	0-5	3rd	0-27	1st
0-1.21	8th	0-6	Original	0-28	Original
0-1.22	8th	0-7	Original	0-29	1st

* New or Revised Page.

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1801 California Street, Denver, Colorado 80202

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
24-13	Original	24-40	Original		
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24-16	Original	24-43	1st		
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24-18	2nd	24-45	Original		
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24-21	Original	24-48	Original		
24-22	Original	24-49	Original		
24-23	Original	24-50	Original		
24-24	Original	24-51	Original		
24-25	Original	24-52	Original		
24-26	Original	24-53	Original		
24-27	Original	24-54	Original		
24-28	Original	24-55	Original		
24-29	Original	24-56	Original		
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24-33	Original	24-60	Original		
24-34	1st *	24-61	Original		
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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.

1ST AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT

EFFECTIVE DATE: January 15, 2005

This Contract Tariff Amendment is for two new GeoMax Systems purchased under the original contract tariff. The Amendment provides for a 60-month Term Plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Rates for the two GeoMax Systems :

- Monthly Recurring Rates \$23,386.00
- Nonrecurring Charge 6,000.00

The Minimum Service Period (MSP) for this service is 26 months. Therefore if the customer terminates service or any component thereof prior to the end of the 26 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate , multiplied times the number of month remaining in the MSP.

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the following Minneapolis, Minnesota Wire Centers: Minneapolis, MPLSMNDT and Blaine, BLANMNBL

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-035

DESCRIPTION: Contract for One Self-Healing Network Service (SHNS) OC12 System

CONTRACT AVAILABILITY: Effective from January 15, 2005 through February 15, 2005

CONTRACT
EFFECTIVE DATE: January 15, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Self-Healing Network Service (SHNS) OC12 System purchased on a 36-month Pricing Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes. Nonrecurring Charges will be billed as set forth in Sections 7 and 17, preceding.

Exception: SHNS Ports are billed on a monthly basis and not available under a Pricing Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

Rates for one SHNS OC12 :

- Monthly Recurring Rates \$9,294.00

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

- One new SHNS OC12 System must consist of two Hub Nodes, one Access Node and 8 miles of Interoffice Transport
- The SHNS OC12 System must have a Monthly Recurring Rate of \$10,000 before the discount is applied
- Service must be in the following Greeley, Colorado Wire Centers: Greeley Main, GRELCOMA and Greeley Parkview Junction, GRELCOJC

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

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