

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	38th	0-8	Original
0-1	208th *	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	6th *	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	24-43	2nd *		
24-14	1st	24-44	Original		
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FCC2005-008

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-018

DESCRIPTION: Contract for Self-Healing Network Service (SHNS) OC3 and GeoMax Service

CONTRACT AVAILABILITY: Effective from September 22, 2004 through October 22, 2004

CONTRACT
EFFECTIVE DATE: September 22, 2004

CONTRACT
EXPIRATION DATE: 60-Months from date Service is Activated

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

This contract tariff is for one new Self-Healing Network Service (SHNS) OC3 and one GeoMax Service purchased under 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.

Total Rates for both the SHNS OC3 and GeoMax:

- Monthly Recurring Rates \$44,534.40 (R)
- Nonrecurring Rates 5,000.00

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

- SHNS OC3 must consist of 4 Nodes and 38 miles maximum
- GeoMax System must consist of 4 Nodes and 17 miles maximum

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 Sections 7 and 15, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004

(N)

DESCRIPTION: Contract for Renewal of Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) Pricing Plans

CONTRACT AVAILABILITY: Effective from February 5, 2005 through March 5, 2005

CONTRACT
EFFECTIVE DATE: February 5, 2005

CONTRACT
EXPIRATION DATE: January 31, 2006

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for renewal of Synchronous Service Transport (SST) and/or Self-Healing Network Service (SHNS) Pricing Plans that have expired or will expire on or before January 31, 2006. Eligible SST or SHNS renewals must be purchased on a 12-, 24-, 36- or 60-month Pricing Plan per the terms and conditions set forth below to be eligible for this offer. Monthly rates for the entire renewal period will be frozen from Company-initiated rate changes.

Exception: SST and 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.

The following eligibility criteria must be met in order to receive the SST and/or SHNS Contract Offer:

- A minimum annual SST Product Revenue of \$18,800,000 must have been achieved by the customer over the twelve month period immediately preceding February 5, 2005 for SST renewals
- A minimum annual SHNS Product Revenue of \$17,800,000 must have been achieved by the customer over the twelve month period immediately preceding February 5, 2005 for SHNS renewals

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004(Cont'd)

(N)

The following terms and conditions apply for all SST and/or SHNS Pricing Plan Renewals:

- This Offer shall apply only to renewals of existing eligible Pricing Plans and not to new SST and/or SHNS orders or to modified renewals
- Renewals must be for 12-, 24-, 36- or 60-month Pricing Plans for one of the three options, respective discount and TLA% chosen by the customer as set forth below:

DISCOUNT OPTIONS	DISCOUNT % OFF JULY 2004 TARIFFED SST/SHNS PRICING PLAN RATES[1]	TERMINATION LIABILITY (TLA) ASSESSMENT % FOR EARLY TERMINATION
Option 1	0%	10%
Option 2	10%	20%
Option 3	20%	40%

- Minimum Service Periods for SST will not apply to qualifying renewals
- TLA will be determined based on the value of the number of months remaining in the Pricing Plan at the time the plan is terminated. The calculation will be made by taking the number of months for the chosen Pricing Plan times the monthly discounted charge for the service being disconnected early times the applicable TLA Assessment Percentage.
- To start receiving a discount for an SST or SHNS Renewal the customer must
 - Send their request to the Company on an Access Service Request (ASR)
 - Indicate that the request is for SST or SHNS
 - Clearly note which discount Option they want
 - Clearly note which Pricing Plan they want; 12-, 24-, 36- or 60-months

[1] Discounts will not apply to nonrecurring charges.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-004

The following terms and conditions apply for all SST and/or SHNS Pricing Plan Renewals(Cont'd):

- Discounts will be applied on the effective date on the ASR or the expiration date of the SST or SHNS Pricing Plan that is being renewed, whichever is the later of the two
- If Option #1 is chosen, the 10% TLA will be waived when the customer is replacing their current SST or SHNS System with a new SST or SHNS System with the same or greater bandwidth and where the SST CO Node or SHNS Hub Node is in the same central office.
- SHNS Pricing Plans that were renewed in 2004 or 2005 will be allowed to “re-renew” under this Offer for a new 36- or 60-month Pricing Plan without triggering TLA.

(N)

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-005

(N)

DESCRIPTION: Contract for HDTV-Net Service

CONTRACT AVAILABILITY: Effective from February 5, 2005 through March 5, 2005

CONTRACT
EFFECTIVE DATE: February 5, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for HDTV-Net Service, purchased on a day to day basis. Due to the nature of use, the customer may install and disconnect this service at their discretion. Day-to-Day Rates for the entire 60-months will be frozen from Company-initiated rate changes at rates set forth below. Nonrecurring charges will apply per installation at rates set forth in Section 17, preceding.

Day to Day Rates for the HDTV-Net:

- Channel Termination \$100.00 per day
- Over 0 to 8 Miles – per mile 2.53 per day
- Over 8 to 25 Miles – per mile 2.70 per day
- Over 25 to 50 Miles – per mile 4.10 per day
- Over 50 Miles – per mile 4.47 per day

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

- Service must be in one of the following Omaha, Nebraska Wire Centers: Omaha, Douglas OMAHNENW or Omaha, Izard OMAHNEIZ

(N)

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