

CHECK SHEET

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1801 California Street, Denver, Colorado 80202

CHECK SHEET (Cont'd)

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1801 California Street, Denver, Colorado 80202

FCC2005-032

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-006

(T)

DESCRIPTION: Contract for One DS3 and 18 DS1 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one DS3 and 18 DS1 Circuits, 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. The nonrecurring charges will be waived when eligibility is met.

Total Monthly Rate for One DS3 and 18 DS1 Circuits:

- Monthly Recurring Rates \$4,143.68

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

- Service must be in the Minneapolis – St. Paul, Minnesota MSA

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-007

(T)

DESCRIPTION: Contract for Four Self-Healing Network Service (SHNS) OC12 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for four Self-Healing Network Service (SHNS) OC12 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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 this Contract Offer:

- Service must be in the Portland, Oregon MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-008

(T)

DESCRIPTION: Contract for Five Self-Healing Network Service (SHNS) OC12 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for five Self-Healing Network Service (SHNS) OC12 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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 this Contract Offer:

- Service must be in the Spokane, Washington MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-009

(T)

DESCRIPTION: Contract for Ten Self-Healing Network Service (SHNS) OC48 Circuits

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT
EFFECTIVE DATE: February 16, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for ten Self-Healing Network Service (SHNS) OC48 Circuits, purchased under the SHNS Revenue Plan for 60-Months at 10% off the Level Three Category Rates for Hub Nodes, Access Nodes, Access DS3 Ports and Hub DS3 Ports. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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 this Contract Offer:

- Service must be in the Seattle-Bellevue, Washington MSA
- The customer must maintain \$2,200,000.00 total annual interstate Private Line Transport revenue to qualify for Level Three SHNS Revenue Plan Rates

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-010

(T)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from February 16, 2005 through March 16, 2005

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC12 Circuits, purchased under a 60-Months contract at 10% off all Nodes and Transport Channel Mileage 60-Month recurring rates. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue 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 this Contract Offer:

- Service must be in the Denver, Colorado MSA
- Must be a single order only

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-011

(T)

DESCRIPTION: Retention Offer for DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax with Expiring Pricing Plans

CONTRACT AVAILABILITY: Effective from March 18, 2005 through September 18, 2005

AVAILABLE MSAS: Phase II MSAs as identified in Section 23

This contract tariff is a retention offer for existing DS1, DS3, Synchronous Service Transport (SST), Self-Healing Network Service (SHNS) and GeoMax customers that are on expiring Pricing Plans. Contract renewal discounts will be based on the type of service and length of the plan chosen as set forth below. Discounts will only apply to the following rate elements: Channel Terminations and Transport Channel Mileage for DS1s and DS3s; Nodes and Transport Channel Mileage for SST; Nodes and Interoffice Transport Mileage for SHNS; and Nodes and Transport Channel for GeoMax. All other rate elements will be billed at the associated pricing plan rates set forth in Section 17, preceding. Monthly rates for the entire pricing plan will be frozen from Company-initiated rate changes.

Exception: SHNS Ports, SST Ports and Command-A-Link are billed on a monthly basis and not available under Pricing Plan Rates. As a result, these rate elements when renewed will be billed the monthly port and/or Command-A-Link rates in effect at the time of renewal as set forth in Section 17, preceding, in lieu of the grandfathered port and/or Command-A-Link pricing plan rates.

RENEWED SERVICE	%DISCOUNT 12- MONTH PRICING PLAN	%DISCOUNT 24-MONTH PRICING PLAN	% DISCOUNT 36-MONTH PRICING PLAN	%DISCOUNT 60-MONTH PRICING PLAN
DS1	-	-	20%	20%
DS3	25%	25%	25%	25%
SST	10%	10%	15%	15%
SHNS	10%	10%	15%	15%
GeoMax	-	-	15%	15%

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Effective: May 21, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT No. 05-011 (Cont'd)

(T)

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

- Must be renewal of an existing pricing plan
- Existing pricing plan must be within 3 months of expiration or have expired
- Service must be located in Phase II Pricing Flexibility MSAs

When the entire service or a portion of the service is disconnected prior to the expiration of the Pricing Plan then Minimum Service Period as set forth in Section 2, preceding and Termination Liability and Waiver Charges (TLA) as set forth in Section 7, preceding, will apply.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-012

(T)

DESCRIPTION: Contract for One New Synchronous Service Transport (SST) OC48 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Synchronous Service Transport (SST) OC48 Circuit, purchased on a 60-month Pricing Plan. The monthly rate for the associated Central Office Node(s) shall receive a 20% discount off of the 60-month rates. All other rate elements and nonrecurring charges will be billed at the 60-month rates set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SST 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(s) is installed as set forth in Section 7 and/or Section 17, preceding.

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

- Service must be in the Tacoma, Washington MSA

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-013

(T)

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

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC12 Circuit, purchased on a 12-month Pricing Plan. The monthly rates for the associated discounted Hub Nodes and Access Nodes shall be billed at the rates set forth below. All other rate elements and nonrecurring charges will be billed at the 12-month rates as set forth in Section 17, preceding. Monthly rates for the entire 12-months will be frozen from Company-initiated rate changes.

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.

Total Monthly Rates for SHNS OC12 Hub Nodes and Access Nodes:

- Monthly Recurring Rates \$13,784.00

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

- The customer must commit to a minimum monthly revenue of \$28,575.70
- Service must be in the Denver-Boulder, Colorado MSA

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-015

(T)

DESCRIPTION: Contract for Upgrade of One Self-Healing Network Service (SHNS) OC12 Circuit to a SHNS OC48 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the upgrade of one Self-Healing Network Service (SHNS) OC12 Circuit to a SHNS OC48 Circuit, purchased on a 36-month Pricing Plan. The monthly rates for SHNS OC48 Circuit shall be billed at the rates set forth below. All nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

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.

Total Monthly Rates for SHNS OC48:

- Monthly Recurring Rates \$26,080.66

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

- The SHNS OC12 must have in excess of 20 miles of billable transport
- The term for the SHNS OC12 must be complete and then upgrade to a SHNS OC48
- The SHNS OC48 must be in the same locations as the SHNS OC12
- The service must be in the Minneapolis-St. Paul, Minnesota MSA

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.

(Filed under Transmittal No. 241.)

Issued: May 20, 2005

Effective: May 21, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-016

(T)

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC192 Circuit and One New Synchronous Service Transport (SST) OC12 Circuit

CONTRACT AVAILABILITY: Effective from March 18, 2005 through April 18, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC192 Circuit and one new Synchronous Service Transport (SST) OC12 Circuit, purchased on a 60-month Pricing Plan. The SHNS OC192 will receive a discount of 10% off of two OC192 Hub Nodes, and the SST OC12 will receive a discount of 14% off of one OC12 CO Node. All other rate elements and nonrecurring charges will be billed at the 60-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports and SST 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 7 and/or Section 17, preceding.

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

- The customer must purchase both a SHNS OC192 Circuit and an SST OC12 Circuit
- Both the SHNS OC192 Circuit and the SST OC12 Circuit must be in the Denver-Boulder, Colorado MSA: Denver Capitol Hill, DNVRCOCH, Denver Main, DNVRCOMA and Lakewood, LKWDCOMA
- Both the SHNS OC192 Circuit and the SST OC12 Circuit must be ordered within 90 days of March 18, 2005

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.

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-017

(T)

DESCRIPTION: Contract for at least One New DS3 Service with Self-Healing Alternate Route Protection (SHARP) Replacing an Existing Synchronous Service Transport (SST) Circuit

CONTRACT AVAILABILITY: Effective from March 26, 2005 through April 26, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for at least one new DS3 Service with Self-Healing Alternate Route Protection (SHARP) replacing an existing Synchronous Service Transport (SST) Circuit, purchased on a 36-month Pricing Plan. The DS3 Service will be billed at the recurring rates set forth below. The nonrecurring charges will be billed at the 36-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Total Monthly Rates for DS3 Service:

- Monthly Recurring Rates \$5,225.34

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

- The customer must replace an existing SST Circuit with at least one DS3 Circuit
- The SST Circuit must run from the Colorado Springs, Colorado MSA and the Pueblo, Colorado MSAs: Colorado Springs East, CLSPCOEA and Pueblo Sunset, PUBLCOSU

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.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-019

(N)

DESCRIPTION: Contract for One New Self-Healing Network Service (SHNS) OC48 System

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for one new Self-Healing Network Service (SHNS) OC48 System, purchased on a 60-month Pricing Plan. All Nodes and Transport Channel Mileage will be billed at the recurring rates set forth below. All other rate elements and associated nonrecurring charges will be billed at the 60-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Total Monthly Rates for 5 SHNS OC48 Nodes and 145 Interoffice Transport Miles:

- Monthly Recurring Rates \$56,871.00

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

- Service must be in the Cedar Rapids, Iowa MSA
- Must be a single new order for a SHNS OC48 Ring consisting of 5 Nodes that are located at five of the seven locations where the customer's previously installed SHNS OC48 Nodes were installed.
- Must be ordered under a new contract for 60-Months
- Must have 145 Interoffice Transport Miles in the Cedar Rapids, Iowa MSA equal to the total mileage of the customer's previously installed SHNS OC48

(N)

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24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-019(Cont'd)

(N)

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) would be calculated as follows:

- (Monthly recurring rate excluding ports) multiplied by (months remaining in billing) multiplied by (termination percentage set forth below):

MONTH TERMINATED	TERMINATION LIABILITY ASSESSMENT FOR EARLY TERMINATION
1 – 12	100%
13 – 36	70%
37 – 48	50%
49 – 60	40%

Excessive Service Outages:

An Excessive Service Outage occurs when the SHNS experiences simultaneous equipment service interruptions of both the working and protection path of the network. If during any consecutive 12 month period there are more than 2 Excessive Service Outages, the customer may terminate its purchase of service under this contract without incurring termination liability charges, unless such outages are excepted as set forth in Sections 2.1.3.A., 2.2.1.B, and 2.4.4.C, preceding. Such termination shall be effective 240 calendar days following delivery of written notice to Qwest and notice of intent to terminate service must be given within 30 calendar days of the third Excessive Service Outage.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020

(N)

DESCRIPTION: Private Line Services

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 12-Months

AVAILABLE MSAS: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until May 21, 2006. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services set forth in Sections 7, 15 and 17, preceding.

C. Terms and Conditions

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-020 (Cont'd)

(N)

D. Annual Incentive and Circuit Requirements

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7, following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.
4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$12,500,000.00. The Minimum Contributory Charge of \$11,679,862.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$820,138.00. Using the information provided in 7, following, the associated incentive percentage for this example is 10%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, and the Annual Incentive equals \$82,014.00.

$$(\$12,500,000.00 - \$11,679,862.00) \times 10\% = \$82,014.00$$

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT No. 05-020

D. Annual Incentive and Circuit Requirements (Cont'd)

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	1,000	1,650
DS3	45	55

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$11,679,862.00	\$14,015,835.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$11,679,862.00 - \$12,263,855.00	5%
12,263,856.00 - 12,847,848.00	10%
12,847,849.00 - 13,431,842.00	15%
13,431,843.00 - 14,015,835.00	20%

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-021

(N)

DESCRIPTION: Contract for Two GeoMax Circuits

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for two GeoMax Circuits purchased on a 36-month Pricing Plan at rates set forth in Sections 7 and 17, preceding. Customers who meet the eligibility of this contract tariff will receive a reduction of five miles from the calculation of the interoffice mileage charge (Transport Channels). The rates for the entire 36-months will be frozen from Company-initiated rate changes.

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

- Must be purchase 2 new GeoMax Circuits on a 36-Month Contract
- Must be located in Phoenix – Mesa, Arizona MSA

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.

(N)

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-022

(N)

DESCRIPTION: Contract for Renewal of One New Self-Healing Network Service (SHNS) OC48 Circuit and Two New Synchronous Service Transport (SST) OC48 Circuits

CONTRACT AVAILABILITY: Effective from May 21, 2005 through June 21, 2005

CONTRACT
EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of one Self-Healing Network Service (SHNS) OC48 Circuit and two new Synchronous Service Transport (SST) OC48 Circuits, purchased on a 60-month Pricing Plan. The SHNS OC48 will receive a discount of 20% on of the OC48 Nodes and Interoffice Transport recurring rates, and the two SST OC48 will receive a discount of 20% on the OC48 Nodes recurring rates. All other rate elements and nonrecurring charges will be billed at the 60-month rates as set forth in Section 7 and/or Section 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Exception: SHNS Ports and SST 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 7 and/or Section 17, preceding.

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

- The customer must purchase two new SST OC48 Circuits and renew one SHNS OC48 Circuit
- All circuits must be located in the Omaha, Nebraska MSA

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)