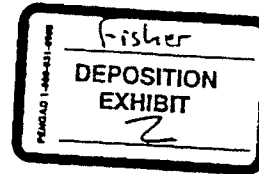


SUBJECT TO RULE OF EVIDENCE 408

Purchase Agreement

[Trade Secret Data Begins

This Purchase Agreement ("PA") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. and its subsidiaries and affiliates ("McLeodUSA") and Qwest Communications Corp. and its subsidiaries ("Qwest") (collectively, the "Parties") effective on the 2nd day of October, 2000.

The Parties have entered in to enter into this PA to facilitate and improve their business and operational activities, agreements and relationships. In consideration of the covenants, agreements and promises contained below the Parties agree to the following:

1. This PA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 This PA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns.

1.2 This PA may be amended or altered only by written instrument executed by an authorized representative of both Parties.

1.3 The Parties, intending to be legally bound, have executed this PA effective as of October 2, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.4 Unless terminated as provided in this section, the initial term of this PA is from the date of signing until December 31, 2003 ("Initial Term") and this PA shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This is Amendment can only be terminated during the Initial Term, or at any time thereafter, in the event of:

1.4.1 a material breach of the terms of the Agreements or this Amendment which remains unresolved and uncompensated following application of the dispute resolution provisions of this agreement;

1.4.2 a material change in the telecommunications industry pricing structure that is so adverse to McLeodUSA so as to make this PA useless; or

1.4.3 a termination of that certain Purchase Agreement with a like effective date pursuant to which McLeodUSA purchases Products (defined below) from Qwest.

1.5 All factual preconditions and duties set forth in this PA are, are intended to be, and are considered by the Parties to be, reasonably related to, and dependent upon each other.

1.6 If either party's performance of this PA or any obligation under this PA is prevented, restricted or interfered with by causes beyond such Parties reasonable control,

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- 1 - CONTAINS TRADE SECRET DATA

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SUBJECT TO RULE OF EVIDENCE 406

including but not limited to acts of God, fire, explosion, vandalism which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strike or work stoppage or vendor failures, cable cuts, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.7 Without the prior written consent of the other party and except as set forth below or to the extent required by law, neither party will disclose to any person the existence or content of this agreement, or material terms of the agreement. In the event that either party concludes that disclosure is required by applicable law, including but not limited to the regulations of the Securities and Exchange Commission, such party will provide the other party with prompt notice thereof and an opportunity to comment on such disclosure prior to such disclosure and such party will disclose only the information that, in the opinion of its counsel, it is required by such law to disclose. In the event that either party or any of its Representatives is required by a governmental authority or in connection with a legal proceeding or pursuant to legal process to disclose any of the Evaluation Material with respect to which such party is the receiving party or any other matter referred to in the immediately preceding paragraph, it is agreed that such party will provide the other party with prompt notice of each such request or requirement so that such other party may seek promptly an appropriate protective order or other appropriate remedy and/or waive compliance by such party subject to such request or requirement with the provisions of this PA and the party giving notice shall use its commercially reasonable efforts to assist the party seeking protection. In the event that such protective order or other remedy is not obtained promptly, such party subject to such requirement may furnish that portion (and only that portion) of the PA or other information with respect to such matter that, in the opinion of its counsel, it is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any information so furnished. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, organization, bank, group, individual or other entity.

1.8 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, McLeodUSA agrees to purchase from Qwest, or one of its affiliate corporations, during the Initial Term of this PA, at least \$480 million worth of telecommunications, enhanced or information services, network elements, interconnection or collocation services or elements, capacity, termination or origination services, switching or fiber rights (the "Products"), at prices previously quoted by Qwest, including but not limited to, on any products or updated products for wholesale long distance services purchased, the highest discount level available for that product, subject to the terms of this section 2.

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SUBJECT TO RULE OF EVIDENCE 408

2.1 Subject to the provisions of this section 2, by December 31, 2001, McLeodUSA will purchase a minimum of \$150 million of Products and in the event purchases by McLeodUSA do not meet this minimum, McLeodUSA agrees to make a payment to Qwest, no later than January 15, 2002, in an amount equal to the difference between actual purchases and the minimum.

2.2 Subject to the provisions of this section 2, from January 1, 2001 through December 31, 2002, McLeodUSA will purchase a cumulative minimum of \$310 million of Products, and in the event purchases by McLeodUSA do not meet this minimum, McLeodUSA agrees to make a payment to Qwest, no later than January 15, 2003, in an amount equal to the difference between actual purchases and the minimum.

2.3 Subject to the provisions of this section 2, From January 1, 2001 through December 31, 2003, McLeodUSA will purchase a cumulative minimum of \$480 million of Products, and in the event purchases by McLeodUSA do not meet this minimum, McLeodUSA agrees to make a payment to Qwest, no later than January 15, 2004, in an amount equal to the difference between actual purchases and the minimum.

2.4 The minimum purchase requirements provided above shall be changed proportionally, but in no event to exceed \$480 million in the cumulative aggregate, if the following occur to a material degree:

2.4.1 A reduction in the rates for any of the Products.

2.4.2 Products are no longer offered without adequate substitution.

2.4.3 Any sale of current Qwest exchanges where McLeodUSA is doing business.

2.4.4 Delays in the delivery of an ordered Product that cause McLeodUSA difficulty in meeting its minimum commitments.

2.4.5 Release, sale, transfer or relinquishment of any current collocation back to Qwest by mutual agreement.

2.4.6 McLeodUSA's business is prevented, restricted or interfered with by a Force Majeure as described in section 1.7.

2.4.7 Changes in technology eliminating the need for certain services provided by Qwest, provided Qwest has the right of first refusal to provide the technology.

2.5 The Parties will meet to discuss all proposed changes in requirements or payments pursuant to this section 2, and will resolve any disputes pursuant to Escalation Procedures to be developed by the Parties, before any payment or change in requirement is made.

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SUBJECT TO RULE OF EVIDENCE 408

2.6 The take or pay purchase requirements of this section are specifically conditioned on the rates offered for the Products as of the date of this PA remaining in effect at levels no higher than the rates quoted.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to make the Products available for purchase by McLeodUSA at such rates and on such terms and conditions as agreed.

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SUBJECT TO RULE OF EVIDENCE 408

Trade Secret Data Ends]

Made and entered into on the date written above by McLeodUSA and Qwest

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.


Authorized Signature

Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

Name Printed/Typed

Group Vice President
Title

Title

October 26, 2000
Date

October 26, 2000
Date

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CONTAINS TRADE SECRET DATA

FOR QWEST-LITIGATION SUPPORT

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SUBJECT TO RULE OF EVIDENCE 408

Made and entered into on this date written above by McLeodUSA and Qwest.

McLeodUSA Telecommunications Services, Inc.

Qwest Communications Corp.

Authorized Signature

Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

GLEBOBY M. CASEY
Name Printed/Typed

Group Vice President
Title

EXEC. V.P.
Title

October 26, 2000
Date

October 26, 2000
Date

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CONTAINS TRADE SECRET DATA

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P-421/C-02-197
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 TRADE SECRET ATTACHMENT

McLeod USA Monthly Summary

Sep-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,745,497.44	\$ 674,597.69	\$ 4,420,095.13	85%
Minnesota	\$ 2,414,261.80	\$ 584,263.08	\$ 2,998,524.88	81%
South Dakota	\$ 555,416.99	\$ 493,198.87	\$ 1,048,615.86	53%
North Dakota	\$ 714,495.64	\$ 388,039.95	\$ 1,102,535.59	65%
Wyoming	\$ 861,454.74	\$ 80,757.35	\$ 942,212.09	91%
Colorado	\$ 2,261,006.82	\$ 240,708.34	\$ 2,501,715.16	90%
Nebraska	\$ 244,099.80	\$ 71,122.97	\$ 315,222.77	77%
Idaho	\$ 96,629.52	\$ 67,974.05	\$ 164,603.57	59%
Arizona	\$ 32,766.17	\$ 5,726.95	\$ 38,493.12	85%
Utah	\$ 262,291.91	\$ 260,124.63	\$ 522,416.54	50%
Washington	\$ 54,855.11	\$ 62,539.63	\$ 117,394.74	47%
Oregon	\$ 29,122.67	\$ 22,970.79	\$ 52,093.46	56%
Montana	\$ 196.67	\$ 199.20	\$ 395.87	50%
Total	\$ 11,272,095.28	\$ 2,952,223.50	\$ 14,224,318.78	79%

Oct-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,728,522.62	\$ (863,605.79)	\$ 2,864,916.83	130%
Minnesota	\$ 2,345,521.28	\$ (443,832.73)	\$ 1,901,688.55	123%
South Dakota	\$ 545,727.59	\$ (38,168.42)	\$ 507,559.17	108%
North Dakota	\$ 708,784.13	\$ 3,845.61	\$ 712,629.74	99%
Wyoming	\$ 857,828.40	\$ (30,537.28)	\$ 827,291.12	104%
Colorado	\$ 2,331,359.96	\$ 131,847.89	\$ 2,463,207.85	95%
Nebraska	\$ 224,436.96	\$ 2,325.17	\$ 226,762.13	99%
Idaho	\$ 111,856.98	\$ 5,299.97	\$ 117,156.95	95%
Arizona	\$ 40,526.39	\$ 133.53	\$ 40,659.92	100%
Utah	\$ 342,738.54	\$ (4,007.65)	\$ 338,730.89	101%
Washington	\$ 76,075.73	\$ 12,629.37	\$ 88,705.10	86%
Oregon	\$ 37,812.90	\$ (70,348.44)	\$ (32,535.54)	-116%
Montana	\$ 202.49	\$ 11.37	\$ 213.86	95%
Total	\$ 11,351,393.97	\$ (1,294,407.40)	\$ 10,056,986.57	113%

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Nov-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,840,088.98	\$ 107,001.90	\$ 3,947,090.88	97%
Minnesota	\$ 2,409,161.59	\$ (262,140.73)	\$ 2,147,020.86	112%
South Dakota	\$ 543,102.98	\$ (39,580.37)	\$ 503,522.61	108%
North Dakota	\$ 715,820.57	\$ 73,930.18	\$ 789,750.75	91%
Wyoming	\$ 897,288.76	\$ 43,029.00	\$ 940,317.76	95%
Colorado	\$ 2,264,292.27	\$ 194,091.13	\$ 2,458,383.40	92%
Nebraska	\$ 292,829.86	\$ 2,372.28	\$ 295,202.14	99%
Idaho	\$ 139,828.15	\$ 3,121.63	\$ 142,949.78	98%
Arizona	\$ 61,893.21	\$ 2,005.86	\$ 63,899.07	97%
Utah	\$ 392,884.30	\$ 3,503.46	\$ 396,387.76	99%
Washington	\$ 123,173.99	\$ 2,200.63	\$ 125,374.62	98%
Oregon	\$ 53,023.54	\$ 2,437.95	\$ 55,461.49	96%
Montana	\$ 197.92	\$ 11.76	\$ 209.68	94%
New Mexico	\$ 14,790.48	\$ 518.77	\$ 15,309.25	97%
Total	\$ 11,748,376.60	\$ 132,503.45	\$ 11,880,880.05	99%

Dec-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,794,022.56	\$ (131,736.48)	\$ 3,662,286.08	104%
Minnesota	\$ 2,343,260.68	\$ (399,331.93)	\$ 1,943,928.75	121%
South Dakota	\$ 543,177.65	\$ (34,497.63)	\$ 508,680.02	107%
North Dakota	\$ 718,589.83	\$ 1,428.27	\$ 720,018.10	100%
Wyoming	\$ 848,541.41	\$ 363,277.47	\$ 1,211,818.88	70%
Colorado	\$ 2,631,109.35	\$ 301,570.11	\$ 2,932,679.46	90%
Nebraska	\$ 307,460.77	\$ 868.94	\$ 308,329.71	100%
Idaho	\$ 195,666.61	\$ 719.55	\$ 196,386.16	100%
Arizona	\$ 88,617.13	\$ 482.95	\$ 89,100.08	99%
Utah	\$ 535,334.38	\$ (9,087.44)	\$ 526,246.94	102%
Washington	\$ 144,298.94	\$ 123,173.99	\$ 267,472.93	54%
Oregon	\$ 96,562.48	\$ 866.44	\$ 97,428.92	99%
Montana	\$ 518.14	\$ 11.49	\$ 529.63	98%
New Mexico	\$ 27,660.20	\$ 847.77	\$ 28,507.97	97%

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Total	\$ 12,274,820.13	\$ 218,593.50	\$ 12,493,413.63	98%
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Jan-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,786,590.56	\$ 207,843.09	\$ 3,994,433.65	95%
Minnesota	\$ 2,426,407.16	\$ (168,686.46)	\$ 2,257,720.70	107%
South Dakota	\$ 548,817.34	\$ 76,832.56	\$ 625,649.90	88%
North Dakota	\$ 723,045.78	\$ 320,688.35	\$ 1,043,734.13	69%
Wyoming	\$ 881,903.72	\$ 122,699.09	\$ 1,004,602.81	88%
Colorado	\$ 2,734,082.44	\$ 347,294.11	\$ 3,081,376.55	89%
Nebraska	\$ 323,648.57	\$ (334.34)	\$ 323,314.23	100%
Idaho	\$ 261,123.77	\$ 1,783.28	\$ 262,907.05	99%
Arizona	\$ 188,641.59	\$ (719.68)	\$ 187,921.91	100%
Utah	\$ 636,255.23	\$ (3,552.48)	\$ 632,702.75	101%
Washington	\$ 279,539.37	\$ 1,601.67	\$ 281,141.04	99%
Oregon	\$ 142,933.89	\$ 1,156.09	\$ 144,089.98	99%
Montana	\$ 42.68	\$ 20.09	\$ 62.77	68%
New Mexico	\$ 84,375.40	\$ 568.32	\$ 84,943.72	99%
Total	\$ 13,017,407.50	\$ 907,193.69	\$ 13,924,601.19	93%

Feb-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,452,970.80	\$ (143,540.42)	\$ 3,309,430.38	104%
Minnesota	\$ 2,333,597.22	\$ (276,671.90)	\$ 2,056,925.32	113%
South Dakota	\$ 553,106.77	\$ (28,129.67)	\$ 524,977.10	105%
North Dakota	\$ 730,656.76	\$ (6,913.37)	\$ 723,743.39	101%
Wyoming	\$ 2,484,441.87	\$ 57,236.60	\$ 2,541,678.47	98%
Colorado	\$ 2,866,980.78	\$ 281,732.33	\$ 3,148,713.11	91%
Nebraska	\$ 307,577.75	\$ 1,176.93	\$ 308,754.68	100%
Idaho	\$ 329,105.67	\$ 979.36	\$ 330,085.03	100%
Arizona	\$ 229,607.78	\$ 115.46	\$ 229,723.24	100%
Utah	\$ 642,118.50	\$ 1,926.97	\$ 644,045.47	100%

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Washington	\$ 332,977.86	\$ 4,134.12	\$ 337,111.98	99%
Oregon	\$ 163,850.17	\$ 2,930.71	\$ 166,780.88	98%
Montana	\$ 251.10	\$ 31.61	\$ 282.71	89%
New Mexico	\$ 100,491.49	\$ 3,062.56	\$ 103,554.05	97%
Total	\$ 14,527,734.52	\$ (101,928.71)	\$ 14,425,805.81	101%

The information contained herein should not be disclosed to unauthorized persons. It is intended for use by Qwest only

Mar-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,779,827.60	\$ (204,597.58)	\$ 3,575,230.02	106%
Minnesota	\$ 2,442,558.59	\$ 31,479.70	\$ 2,474,038.29	99%
South Dakota	\$ 533,885.90	\$ (35,031.08)	\$ 498,854.82	107%
North Dakota	\$ 731,412.09	\$ 6,496.22	\$ 737,908.31	99%
Wyoming	\$ 1,059,373.25	\$ 680,067.92	\$ 1,739,441.17	61%
Colorado	\$ 2,817,452.41	\$ 381,609.49	\$ 3,199,061.90	88%
Nebraska	\$ 316,536.48	\$ 1,883.00	\$ 318,419.48	99%
Idaho	\$ 332,984.02	\$ 1,538.26	\$ 334,522.28	100%
Arizona	\$ 326,911.74	\$ (1,521.22)	\$ 325,390.52	100%
Utah	\$ 677,458.34	\$ 1,029.31	\$ 678,487.65	100%
Washington	\$ 363,110.51	\$ 3,726.15	\$ 366,836.66	99%
Oregon	\$ 189,779.13	\$ 2,185.56	\$ 191,964.69	99%
Montana	\$ (223.47)	\$ -	\$ (223.47)	100%
New Mexico	\$ 122,376.54	\$ 2,215.02	\$ 124,591.56	98%
Total	\$ 13,693,443.13	\$ 871,080.75	\$ 14,564,523.88	94%

Apr-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,894,877.16	\$ (154,614.93)	\$ 3,740,262.23	104%
Minnesota	\$ 2,515,377.86	\$ (256,074.09)	\$ 2,259,303.77	111%
South Dakota	\$ 560,337.59	\$ 11,088.18	\$ 571,425.77	98%
North Dakota	\$ 749,005.25	\$ 15,999.16	\$ 765,004.41	98%
Wyoming	\$ 639,966.26	\$ 470,921.83	\$ 1,110,888.09	58%

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Colorado	\$ 2,886,764.07	\$ 315,805.64	\$ 3,202,569.71	90%
Nebraska	\$ 335,855.83	\$ 1,170.25	\$ 337,026.08	100%
Idaho	\$ 402,385.58	\$ 9,302.61	\$ 411,688.19	98%
Arizona	\$ 412,432.48	\$ 2,674.05	\$ 415,106.53	99%
Utah	\$ 771,913.34	\$ 5,083.46	\$ 776,996.80	99%
Washington	\$ 414,402.44	\$ 1,190.41	\$ 415,592.85	100%
Oregon	\$ 224,267.15	\$ 2,528.81	\$ 226,795.96	99%
Montana	\$ 3,812.31	\$ (223.47)	\$ 3,588.84	106%
New Mexico	\$ 165,459.54	\$ 2,322.26	\$ 167,781.80	99%
Total	\$ 13,976,856.86	\$ 427,174.17	\$ 14,404,031.03	97%

Wyoming current charges reflects \$400K in adjustments that were on past due.

The information contained herein should not be disclosed to unauthorized persons. It is intended for use by Qwest only

May-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,839,247.27	\$ (150,521.01)	\$ 3,688,726.26	104%
Minnesota	\$ 2,560,951.61	\$ (203,643.53)	\$ 2,357,308.08	109%
South Dakota	\$ 546,939.70	\$ 1,456.72	\$ 548,396.42	100%
North Dakota	\$ 766,549.70	\$ 12,336.40	\$ 778,886.10	98%
Wyoming	\$ 843,874.22	\$ (13,938.81)	\$ 829,935.41	102%
Colorado	\$ 2,972,407.10	\$ (18,792.98)	\$ 2,953,614.12	101%
Nebraska	\$ 327,056.81	\$ 2,106.38	\$ 329,163.19	99%
Idaho	\$ 407,145.55	\$ 18,768.07	\$ 425,913.62	96%
Arizona	\$ 409,101.42	\$ 2,663.74	\$ 411,765.16	99%
Utah	\$ 549,909.59	\$ 9,506.59	\$ 559,416.18	98%
Washington	\$ 443,286.14	\$ 1,817.31	\$ 445,103.45	100%
Oregon	\$ 228,788.22	\$ 1,674.94	\$ 230,463.16	99%
Montana	\$ 29,340.83	\$ 527.59	\$ 29,868.42	98%
New Mexico	\$ 166,310.31	\$ (1,092.09)	\$ 165,218.22	101%
Total	\$ 14,090,908.47	\$ (337,130.68)	\$ 13,753,777.79	102%

Jun-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,775,445.19	\$ (150,558.61)	\$ 3,624,886.58	104%
Minnesota	\$ 2,730,160.91	\$ (258,108.24)	\$ 2,472,052.67	110%

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South Dakota	\$ 553,584.94	\$ 4,771.37	\$ 558,356.31	99%
North Dakota	\$ 773,972.45	\$ 12,037.28	\$ 786,009.73	98%
Wyoming	\$ 881,682.81	\$ (19,659.01)	\$ 862,023.80	102%
Colorado	\$ 3,004,138.23	\$ (33,501.07)	\$ 2,970,637.16	101%
Nebraska	\$ 321,968.74	\$ 1,840.83	\$ 323,809.57	99%
Idaho	\$ 456,681.53	\$ 26,747.95	\$ 483,429.48	94%
Arizona	\$ 520,486.16	\$ 8,732.36	\$ 529,218.52	98%
Utah	\$ 853,963.89	\$ (212,782.22)	\$ 641,181.67	133%
Washington	\$ 517,136.74	\$ 8,021.17	\$ 525,157.91	98%
Oregon	\$ 233,719.43	\$ 8,147.94	\$ 241,867.37	97%
Montana	\$ 56,544.96	\$ 1,775.28	\$ 58,320.24	97%
New Mexico	\$ 194,711.55	\$ 1,191.19	\$ 195,902.74	99%
Total	\$ 14,874,197.53	\$ (601,343.78)	\$ 14,272,853.75	104%

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Jul-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,682,173.83	\$ (162,893.02)	\$ 3,519,280.81	105%
Minnesota	\$ 3,909,326.71	\$ 34,758.71	\$ 3,944,085.42	99%
South Dakota	\$ 557,273.07	\$ 2,830.37	\$ 560,103.44	99%
North Dakota	\$ 722,398.33	\$ 12,057.24	\$ 734,455.57	98%
Wyoming	\$ 982,315.98	\$ 47,210.64	\$ 1,029,526.62	95%
Colorado	\$ 3,048,092.66	\$ 184,999.06	\$ 3,233,091.72	94%
Nebraska	\$ 326,916.01	\$ 1,643.84	\$ 328,559.85	99%
Idaho	\$ 623,786.12	\$ 26,649.84	\$ 650,435.96	96%
Arizona	\$ 542,891.10	\$ (8,801.08)	\$ 534,090.02	102%
Utah	\$ 862,611.71	\$ (8,954.66)	\$ 853,657.05	101%
Washington	\$ 597,969.50	\$ 8,218.18	\$ 606,187.68	99%
Oregon	\$ 204,182.73	\$ 8,552.83	\$ 212,735.56	96%
Montana	\$ 58,270.24	\$ 1,324.59	\$ 59,594.83	98%
New Mexico	\$ 201,662.09	\$ (620.07)	\$ 201,042.02	100%
Total	\$ 16,319,870.08	\$ 146,976.47	\$ 16,466,846.55	99%

Minnesota total higher due to cost docket discount change to 9-1-99

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Aug-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,470,870.44	\$ (81,492.53)	\$ 3,389,377.91	102%
Minnesota	\$ 2,761,716.34	\$ 42,018.83	\$ 2,803,735.17	99%
South Dakota	\$ 524,508.65	\$ 2,428.00	\$ 526,936.65	100%
North Dakota	\$ 590,710.42	\$ 4,568.01	\$ 595,278.43	99%
Wyoming	\$ 814,573.64	\$ 34,470.56	\$ 849,044.20	96%
Colorado	\$ 2,886,003.83	\$ (37,114.94)	\$ 2,848,888.89	101%
Nebraska	\$ 389,338.44	\$ 2,320.63	\$ 391,659.07	99%
Idaho	\$ 560,187.24	\$ 28,271.00	\$ 588,458.24	95%
Arizona	\$ 601,071.05	\$ (10,963.51)	\$ 590,107.54	102%
Utah	\$ 883,752.25	\$ (13,941.40)	\$ 869,810.85	102%
Washington	\$ 572,088.96	\$ 12,389.23	\$ 584,478.19	98%
Oregon	\$ 261,164.64	\$ 8,414.33	\$ 269,578.97	97%
Montana	\$ 88,879.07	\$ 336.57	\$ 89,215.64	100%
New Mexico	\$ 225,604.18	\$ (1,403.99)	\$ 224,200.19	101%
Total	\$ 14,630,469.15	\$ (9,699.21)	\$ 14,620,769.94	100%

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Sep-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!

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CONTAINS TRADE SECRET DATA

Montana			\$	-	#DIV/0!		
New Mexico			\$	-	#DIV/0!		
Total	\$	-	\$	-	\$	-	#DIV/0!

Oct-01

State	Current Charges	Past Due Charges	Total Due	% Current			
Iowa			\$	-	#DIV/0!		
Minnesota			\$	-	#DIV/0!		
South Dakota			\$	-	#DIV/0!		
North Dakota			\$	-	#DIV/0!		
Wyoming			\$	-	#DIV/0!		
Colorado			\$	-	#DIV/0!		
Nebraska			\$	-	#DIV/0!		
Idaho			\$	-	#DIV/0!		
Arizona			\$	-	#DIV/0!		
Utah			\$	-	#DIV/0!		
Washington			\$	-	#DIV/0!		
Oregon			\$	-	#DIV/0!		
Montana			\$	-	#DIV/0!		
New Mexico			\$	-	#DIV/0!		
Total	\$	-	\$	-	\$	-	#DIV/0!

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Nov-01

State	Current Charges	Past Due Charges	Total Due	% Current	
Iowa			\$	-	#DIV/0!
Minnesota			\$	-	#DIV/0!
South Dakota			\$	-	#DIV/0!
North Dakota			\$	-	#DIV/0!
Wyoming			\$	-	#DIV/0!
Colorado			\$	-	#DIV/0!
Nebraska			\$	-	#DIV/0!
Idaho			\$	-	#DIV/0!

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Arizona			\$	-	#DIV/0!		
Utah			\$	-	#DIV/0!		
Washington			\$	-	#DIV/0!		
Oregon			\$	-	#DIV/0!		
Montana			\$	-	#DIV/0!		
New Mexico			\$	-	#DIV/0!		
Total	\$	-	\$	-	\$	-	#DIV/0!

Dec-01

State	Current Charges	Past Due Charges	Total Due	% Current			
Iowa			\$	-	#DIV/0!		
Minnesota			\$	-	#DIV/0!		
South Dakota			\$	-	#DIV/0!		
North Dakota			\$	-	#DIV/0!		
Wyoming			\$	-	#DIV/0!		
Colorado			\$	-	#DIV/0!		
Nebraska			\$	-	#DIV/0!		
Idaho			\$	-	#DIV/0!		
Arizona			\$	-	#DIV/0!		
Utah			\$	-	#DIV/0!		
Washington			\$	-	#DIV/0!		
Oregon			\$	-	#DIV/0!		
Montana			\$	-	#DIV/0!		
New Mexico			\$	-	#DIV/0!		
Total	\$	-	\$	-	\$	-	#DIV/0!

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Jan-02

State	Current Charges	Past Due Charges	Total Due	% Current	
Iowa			\$	-	#DIV/0!
Minnesota			\$	-	#DIV/0!
South Dakota			\$	-	#DIV/0!
North Dakota			\$	-	#DIV/0!

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CONTAINS TRADE SECRET INFORMATION

Wyoming			\$	-	#DIV/0!
Colorado			\$	-	#DIV/0!
Nebraska			\$	-	#DIV/0!
Idaho			\$	-	#DIV/0!
Arizona			\$	-	#DIV/0!
Utah			\$	-	#DIV/0!
Washington			\$	-	#DIV/0!
Oregon			\$	-	#DIV/0!
Montana			\$	-	#DIV/0!
New Mexico			\$	-	#DIV/0!
Total	\$	-	\$	-	#DIV/0!

Feb-02

State	Current Charges	Past Due Charges	Total Due	% Current	
Iowa			\$	-	#DIV/0!
Minnesota			\$	-	#DIV/0!
South Dakota			\$	-	#DIV/0!
North Dakota			\$	-	#DIV/0!
Wyoming			\$	-	#DIV/0!
Colorado			\$	-	#DIV/0!
Nebraska			\$	-	#DIV/0!
Idaho			\$	-	#DIV/0!
Arizona			\$	-	#DIV/0!
Utah			\$	-	#DIV/0!
Washington			\$	-	#DIV/0!
Oregon			\$	-	#DIV/0!
Montana			\$	-	#DIV/0!
New Mexico			\$	-	#DIV/0!
Total	\$	-	\$	-	#DIV/0!

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McLeod USA Monthly Summary

Administrative

Nov-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 21,359.51	\$ 20,932.53	\$ 42,292.04	51%
Minnesota	\$ 1,967.46	\$ 2,024.89	\$ 3,992.35	49%
South Dakota	\$ 2,213.41	\$ 2,218.14	\$ 4,431.55	50%
North Dakota	\$ 2,144.45	\$ 2,182.53	\$ 4,326.98	50%
Wyoming	\$ 1,110.60	\$ 1,206.76	\$ 2,317.36	48%
Colorado	\$ 3,451.02	\$ 17,978.42	\$ 21,429.44	16%
Nebraska	\$ 811.17	\$ 766.59	\$ 1,577.76	51%
Idaho	\$ 3,204.30	\$ 1,576.81	\$ 4,781.11	67%
Arizona	\$ 688.76	\$ 693.96	\$ 1,382.72	50%
Total	\$ 36,950.68	\$ 49,580.63	\$ 86,531.31	43%

Dec-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 26,936.66	\$ 4,144.00	\$ 31,080.66	87%
Minnesota	\$ 2,041.21	\$ 63.79	\$ 2,105.00	97%
South Dakota	\$ 2,170.48	\$ -	\$ 2,170.48	100%
North Dakota	\$ 2,197.90	\$ 199.41	\$ 2,397.31	92%
Wyoming	\$ 1,088.50	\$ (1,206.76)	\$ (118.26)	-920%
Colorado	\$ 4,721.48	\$ (21,111.41)	\$ (16,389.93)	-29%
Nebraska	\$ 801.59	\$ -	\$ 801.59	100%
Idaho	\$ 1,474.76	\$ (719.98)	\$ 754.78	195%
Arizona	\$ 657.99	\$ -	\$ 657.99	100%
Total	\$ 42,090.57	\$ (18,630.95)	\$ 23,459.62	179%

Jan-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,850.03	\$ 1,553.52	\$ 26,403.55	94%
Minnesota	\$ 2,062.86	\$ (6,228.17)	\$ (4,165.31)	-50%
South Dakota	\$ 2,075.14	\$ (2,250.60)	\$ (175.46)	-1183%
North Dakota	\$ 2,258.41	\$ (8,738.89)	\$ (6,480.48)	-35%
Wyoming	\$ 1,295.63	\$ (2,281.45)	\$ (985.82)	-131%
Colorado	\$ 5,369.40	\$ (14,922.01)	\$ (9,552.61)	-56%
Nebraska	\$ 801.59	\$ (2,410.49)	\$ (1,608.90)	-50%
Idaho	\$ 1,470.84	\$ (2,661.83)	\$ (1,190.99)	-123%
Arizona	\$ 23.92	\$ -	\$ 23.92	100%

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CONTAINS TRADE SECRET DATA.

Total	\$ 40,207.82	\$ (37,939.92)	\$ 2,267.90	1773%
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Feb-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 25,243.71	\$ 30,521.05	\$ 55,764.76	45%
Minnesota	\$ 1,983.26	\$ (6,270.31)	\$ (4,287.05)	-46%
South Dakota	\$ 2,398.56	\$ (175.46)	\$ 2,223.10	108%
North Dakota	\$ 2,569.96	\$ (8,877.79)	\$ (6,307.83)	-41%
Wyoming	\$ 1,109.84	\$ (1,071.93)	\$ 37.91	2928%
Colorado	\$ 8,874.80	\$ (66,472.75)	\$ (57,597.95)	-15%
Nebraska	\$ 803.56	\$ (2,410.49)	\$ (1,606.93)	-50%
Idaho	\$ 1,478.54	\$ (2,579.22)	\$ (1,100.68)	-134%
Arizona	\$ 668.54	\$ 2,351.58	\$ 3,020.12	22%
Total	\$ 45,130.77	\$ (54,985.32)	\$ (9,854.55)	-458%

Mar-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 25,404.79	\$ 24,684.10	\$ 50,088.89	51%
Minnesota	\$ 1,966.09	\$ (4,287.05)	\$ (2,320.96)	-85%
South Dakota	\$ 2,323.67	\$ 2,223.10	\$ 4,546.77	51%
North Dakota	\$ 2,526.20	\$ (6,307.83)	\$ (3,781.63)	-67%
Wyoming	\$ 1,111.32	\$ 37.91	\$ 1,149.23	97%
Colorado	\$ 4,549.54	\$ (58,041.70)	\$ (53,492.16)	-9%
Nebraska	\$ 841.80	\$ (1,606.93)	\$ (765.13)	-110%
Idaho	\$ 1,561.41	\$ (1,100.68)	\$ 460.73	339%
Arizona	\$ 673.92	\$ (2,341.03)	\$ (1,667.11)	-40%
Total	\$ 40,958.74	\$ (46,740.11)	\$ (5,781.37)	-708%

Apr-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 25,142.67	\$ (25,404.79)	\$ (262.12)	-9592%
Minnesota	\$ 2,112.95	\$ (2,320.96)	\$ (208.01)	-1016%
South Dakota	\$ 2,140.18	\$ (2,223.10)	\$ (82.92)	-2581%
North Dakota	\$ 2,702.32	\$ (3,781.63)	\$ (1,079.31)	-250%

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Wyoming	\$ 1,117.91	\$ 366.56	\$ 1,484.47	75%
Colorado	\$ 1,684.97	\$ (56,047.39)	\$ (54,362.42)	-3%
Nebraska	\$ 788.04	\$ (765.13)	\$ 22.91	3440%
Idaho	\$ 1,462.74	\$ (2,113.09)	\$ (650.35)	-225%
Arizona	\$ 689.08	\$ (1,667.11)	\$ (978.03)	-70%
Total	\$ 37,840.86	\$ (93,956.64)	\$ (56,115.78)	-67%

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May-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 22,578.57	\$ (262.12)	\$ 22,316.45	101%
Minnesota	\$ 1,998.11	\$ (208.01)	\$ 1,790.10	112%
South Dakota	\$ 2,133.66	\$ (2,406.59)	\$ (272.93)	-782%
North Dakota	\$ 2,631.84	\$ (1,079.31)	\$ 1,552.53	170%
Wyoming	\$ 1,195.37	\$ 1,011.52	\$ 2,206.89	54%
Colorado	\$ 4,704.33	\$ 3,095.93	\$ 7,800.26	60%
Nebraska	\$ 788.27	\$ -	\$ 788.27	100%
Idaho	\$ 1,465.89	\$ (650.35)	\$ 815.54	180%
Arizona	\$ 684.73	\$ (978.03)	\$ (293.30)	-233%
Total	\$ 38,180.77	\$ (1,476.96)	\$ 36,703.81	104%

Jun-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,027.54	\$ 22,316.45	\$ 46,343.99	52%
Minnesota	\$ 1,988.69	\$ 1,790.10	\$ 3,778.79	53%
South Dakota	\$ 2,107.02	\$ (272.93)	\$ 1,834.09	115%
North Dakota	\$ 2,590.51	\$ 1,552.53	\$ 4,143.04	63%
Wyoming	\$ 1,126.36	\$ 369.48	\$ 1,495.84	75%
Colorado	\$ 4,157.50	\$ 5,072.24	\$ 9,229.74	45%
Nebraska	\$ 585.38	\$ 788.27	\$ 1,373.65	43%
Idaho	\$ 1,453.41	\$ 583.59	\$ 2,037.00	71%
Arizona	\$ 685.51	\$ (293.30)	\$ 392.21	175%
Total	\$ 38,721.92	\$ 31,906.43	\$ 70,628.35	55%

Jul-01

State	Current	Past Due	Total Due	% Current
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CONTAINS TRADE SECRET DATA

	Charges	Charges		
Iowa	\$ 23,471.75	\$ (19.04)	\$ 23,452.71	100%
Minnesota	\$ 1,974.04	\$ -	\$ 1,974.04	100%
South Dakota	\$ 2,155.65	\$ -	\$ 2,155.65	100%
North Dakota	\$ 2,535.31	\$ -	\$ 2,535.31	100%
Wyoming	\$ 1,131.43	\$ (505.19)	\$ 626.24	181%
Colorado	\$ 4,666.99	\$ 4,771.41	\$ 9,438.40	49%
Nebraska	\$ 699.67	\$ -	\$ 699.67	100%
Idaho	\$ 1,451.10	\$ 21.26	\$ 1,472.36	99%
Arizona	\$ 700.38	\$ -	\$ 700.38	100%
Total	\$ 38,786.32	\$ 4,268.44	\$ 43,054.76	90%

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Aug-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 2,887.53	\$ 9,552.01	\$ 12,439.54	23%
Minnesota	\$ 291.09	\$ 133.55	\$ 424.64	69%
South Dakota	\$ 935.45	\$ 4,361.25	\$ 5,296.70	18%
North Dakota	\$ 807.97	\$ 3,056.68	\$ 3,864.65	21%
Wyoming	\$ 1,170.57	\$ 769.52	\$ 1,940.09	60%
Colorado	\$ 14,016.42	\$ 9,438.40	\$ 23,454.82	60%
Nebraska	\$ 1,597.61	\$ 1,668.04	\$ 3,265.65	49%
Idaho	\$ 3,238.52	\$ 4,647.06	\$ 7,885.58	41%
Arizona	\$ 5,269.13	\$ 10,625.45	\$ 15,894.58	33%
Washington	\$ 2,277.03	\$ 6,355.31	\$ 8,632.34	26%
Oregon	\$ 2,218.47	\$ 3,176.10	\$ 5,394.57	41%
Utah	\$ 6,240.35	\$ 45,837.26	\$ 52,077.61	12%
New Mexico	\$ 1,946.60	\$ 4,325.69	\$ 6,272.29	31%
Montana	\$ 379.99	\$ 3,030.10	\$ 3,410.09	11%
Total	\$ 43,276.73	\$ 106,976.42	\$ 150,253.15	29%

Sep-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 30,726.37	\$ 6,174.70	\$ 36,901.07	83%
Minnesota	\$ 2,071.02	\$ 598.99	\$ 2,670.01	78%
South Dakota	\$ 2,033.95	\$ -	\$ 2,033.95	100%
North Dakota	\$ 2,189.21	\$ (1,679.30)	\$ 509.91	429%

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Wyoming	\$ 1,283.60	\$ 1,940.09	\$ 3,223.69	40%
Colorado	\$ 11,858.14	\$ 23,457.53	\$ 35,315.67	34%
Nebraska	\$ 1,237.06	\$ -	\$ 1,237.06	100%
Idaho	\$ 4,740.10	\$ 7,665.00	\$ 12,405.10	38%
Arizona	\$ 6,905.88	\$ 13,937.76	\$ 20,843.64	33%
Washington	\$ 2,959.64	\$ 8,589.47	\$ 11,549.11	26%
Oregon	\$ 2,750.23	\$ 5,357.14	\$ 8,107.37	34%
Utah	\$ 10,745.78	\$ 48,976.52	\$ 59,722.30	18%
New Mexico	\$ 2,401.82	\$ 6,272.29	\$ 8,674.11	28%
Montana	\$ 1,275.10	\$ 3,410.09	\$ 4,685.19	27%
Total	\$ 83,177.90	\$ 124,700.28	\$ 207,878.18	40%

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Oct-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,810.88	\$ 36,546.63	\$ 61,357.51	40%
Minnesota	\$ 2,059.64	\$ 1,446.71	\$ 3,506.35	59%
South Dakota	\$ 2,154.20	\$ -	\$ 2,154.20	100%
North Dakota	\$ 2,193.08	\$ 453.19	\$ 2,646.27	83%
Wyoming	\$ 1,106.07	\$ (342.93)	\$ 763.14	145%
Colorado	\$ 11,793.18	\$ 14,322.69	\$ 26,115.87	45%
Nebraska	\$ 972.38	\$ 1,237.06	\$ 2,209.44	44%
Idaho	\$ 3,827.43	\$ 697.24	\$ 4,524.67	85%
Arizona	\$ 5,878.06	\$ (1,204.93)	\$ 4,673.13	126%
Washington	\$ 2,891.53	\$ 2,461.62	\$ 5,353.15	54%
Oregon	\$ 2,319.67	\$ (27.02)	\$ 2,292.65	101%
Utah	\$ 10,445.16	\$ 23,739.02	\$ 34,184.18	31%
New Mexico	\$ 1,560.12	\$ 475.05	\$ 2,035.17	77%
Montana	\$ 1,596.13	\$ -	\$ 1,596.13	100%
Total	\$ 73,607.53	\$ 79,804.33	\$ 153,411.86	48%

Nov-01

State	Current Charges	Past Due Charges	Total Due	% Current

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CONTAINS TRADE SECRET DATA

Iowa	\$ 24,625.34	\$ 30,631.14	\$ 55,256.48	45%
Minnesota	\$ 2,065.07	\$ 1,435.33	\$ 3,500.40	59%
South Dakota	\$ 1,998.46	\$ 2,154.20	\$ 4,152.66	48%
North Dakota	\$ 2,217.03	\$ 2,646.27	\$ 4,863.30	46%
Wyoming	\$ 1,121.12	\$ 763.14	\$ 1,884.26	59%
Colorado	\$ 11,508.81	\$ 12,099.45	\$ 23,608.26	49%
Nebraska	\$ 1,145.58	\$ 2,209.44	\$ 3,355.02	34%
Idaho	\$ 3,475.61	\$ 4,537.20	\$ 8,012.81	43%
Arizona	\$ 5,898.11	\$ 4,577.98	\$ 10,476.09	56%
Washington	\$ 2,981.61	\$ 5,257.64	\$ 8,239.25	36%
Oregon	\$ 2,522.78	\$ 2,292.65	\$ 4,815.43	52%
Utah	\$ 10,617.36	\$ 34,184.18	\$ 44,801.54	24%
New Mexico	\$ 1,742.24	\$ 1,732.71	\$ 3,474.95	50%
Montana	\$ 1,632.63	\$ 1,596.13	\$ 3,228.76	51%
Total	\$ 73,551.75	\$ 106,117.46	\$ 179,669.21	41%

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Dec-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,760.86	\$ 30,445.60	\$ 55,206.46	45%
Minnesota	\$ 2,096.11	\$ 1,440.76	\$ 3,536.87	59%
South Dakota	\$ 1,880.70	\$ -	\$ 1,880.70	100%
North Dakota	\$ 1,840.42	\$ -	\$ 1,840.42	100%
Wyoming	\$ 1,121.41		\$ 1,121.41	100%
Colorado	\$ 11,843.99	\$ 306.27	\$ 12,150.26	97%
Nebraska	\$ 1,119.59	\$ -	\$ 1,119.59	100%
Idaho	\$ 3,435.99	\$ 4,185.38	\$ 7,621.37	45%
Arizona	\$ 6,314.79	\$ 234.57	\$ 6,549.36	96%
Washington	\$ 2,813.65	\$ 817.65	\$ 3,631.30	77%
Oregon	\$ 2,515.88	\$ 78.55	\$ 2,594.43	97%
Utah	\$ 10,162.68	\$ 23,739.02	\$ 33,901.70	30%
New Mexico	\$ 1,693.93	\$ 172.59	\$ 1,866.52	91%
Montana	\$ 1,665.78	\$ -	\$ 1,665.78	100%

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CONTAINS TRADE SECRET DATA

Total	\$ 73,265.78	\$ 61,420.39	\$ 134,686.17	54%
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Jan-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 23,954.57	\$ (5,820.26)	\$ 18,134.31	132%
Minnesota	\$ 2,048.66	\$ -	\$ 2,048.66	100%
South Dakota	\$ 1,931.41	\$ -	\$ 1,931.41	100%
North Dakota	\$ 1,967.19	\$ -	\$ 1,967.19	100%
Wyoming	\$ 1,070.84	\$ -	\$ 1,070.84	100%
Colorado	\$ 11,081.92		\$ 11,081.92	100%
Nebraska	\$ 1,118.46	\$ -	\$ 1,118.46	100%
Idaho	\$ 3,417.73	\$ 4,145.76	\$ 7,563.49	45%
Arizona	\$ 5,864.85	\$ (329.72)	\$ 5,535.13	106%
Washington	\$ 2,785.62	\$ (817.65)	\$ 1,967.97	142%
Oregon	\$ 2,842.76	\$ (226.75)	\$ 2,616.01	109%
Utah	\$ 10,160.93	\$ 17,694.12	\$ 27,855.05	36%
New Mexico	\$ 1,686.16	\$ (101.56)	\$ 1,584.60	106%
Montana	\$ 1,481.70	\$ -	\$ 1,481.70	100%
Total	\$ 71,412.80	\$ 14,543.94	\$ 85,956.74	83%

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Feb-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 22,945.81	\$ -	\$ 22,945.81	100%
Minnesota	\$ 2,054.14	\$ -	\$ 2,054.14	100%
South Dakota	\$ 1,833.49	\$ -	\$ 1,833.49	100%
North Dakota	\$ 1,944.19	\$ -	\$ 1,944.19	100%
Wyoming	\$ 1,073.47	\$ -	\$ 1,073.47	100%
Colorado	\$ 11,244.85	\$ (2.71)	\$ 11,242.14	100%
Nebraska	\$ 1,135.16	\$ -	\$ 1,135.16	100%
Idaho	\$ 6,327.76	\$ -	\$ 6,327.76	100%
Arizona	\$ 6,175.75	\$ 91.32	\$ 6,267.07	99%
Washington	\$ 3,067.86	\$ -	\$ 3,067.86	100%
Oregon	\$ 3,095.81	\$ -	\$ 3,095.81	100%

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Utah	\$ 10,526.10	\$ 756.05	\$ 11,282.15	93%
New Mexico	\$ 1,684.70	\$ -	\$ 1,684.70	100%
Montana	\$ 1,566.26		\$ 1,566.26	100%
Total	\$ 74,675.35	\$ 844.66	\$ 75,520.01	99%

Mar-02 Admin and DML Summary Bills added together starting this month

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 35,001.86	\$ 3,285.36	\$ 38,287.22	91%
Minnesota	\$ 11,495.59	\$ 262.72	\$ 11,758.31	98%
South Dakota	\$ 3,793.60	\$ 2,107.03	\$ 5,900.63	64%
North Dakota	\$ 3,391.76	\$ -	\$ 3,391.76	100%
Wyoming	\$ 1,288.68	\$ -	\$ 1,288.68	100%
Colorado	\$ 21,901.15	\$ (6.79)	\$ 21,894.36	100%
Nebraska	\$ 5,134.71	\$ -	\$ 5,134.71	100%
Idaho	\$ 8,217.06	\$ (226.89)	\$ 7,990.17	103%
Arizona	\$ 9,501.24	\$ -	\$ 9,501.24	100%
Washington	\$ 11,229.79	\$ 3,067.86	\$ 14,297.65	79%
Oregon	\$ 3,867.62	\$ -	\$ 3,867.62	100%
Utah	\$ 15,686.34	\$ (27.89)	\$ 15,658.45	100%
New Mexico	\$ 4,177.18	\$ -	\$ 4,177.18	100%
Montana	\$ 2,350.02	\$ -	\$ 2,350.02	100%
Total	\$ 137,036.60	\$ 8,461.40	\$ 145,498.00	94%

Past Due amount due to movement of accounts.

The information contained herein should not be disclosed to unauthorized persons. It is intended for use by Qwest only

Apr-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!

NONPUBLIC DOCUMENT

CONTAINS TRADE SECRET DATA

Idaho			\$	-	#DIV/0!
Arizona			\$	-	#DIV/0!
Washington			\$	-	#DIV/0!
Oregon			\$	-	#DIV/0!
Utah			\$	-	#DIV/0!
New Mexico			\$	-	#DIV/0!
Montana			\$	-	#DIV/0!
Total	\$	-	\$	-	\$
					#DIV/0!

May-02

State	Current Charges	Past Due Charges	Total Due	% Current	
Iowa			\$	-	#DIV/0!
Minnesota			\$	-	#DIV/0!
South Dakota			\$	-	#DIV/0!
North Dakota			\$	-	#DIV/0!
Wyoming			\$	-	#DIV/0!
Colorado			\$	-	#DIV/0!
Nebraska			\$	-	#DIV/0!
Idaho			\$	-	#DIV/0!
Arizona			\$	-	#DIV/0!
Washington			\$	-	#DIV/0!
Oregon			\$	-	#DIV/0!
Utah			\$	-	#DIV/0!
New Mexico			\$	-	#DIV/0!
Montana			\$	-	#DIV/0!
Total	\$	-	\$	-	\$
					#DIV/0!

Trade Secret Data Ends]

The information contained herein should not be disclosed to unauthorized persons. It is intended for use by Qwest only

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

P-421/C-02-197

DOC 08-254

TRADE SECRET ATTACHMENT

M01 PREFERRED VENDOR PLAN - OCT 2000 - MARCH 2001

[Trade Secret Data Begins

State	Oct-00	Nov-00	Dec 00	Jan-01	Feb-01	Mar-01	Total	Address ID
AZ	29,341	32,507	33,361	42,656	44,881	63,779	246,525	100000
CO	270,500	278,980	387,562	562,880	348,256	373,448	2,221,605	200000
IA	178,166	487,623	616,100	480,022	439,659	501,003	2,902,561	C00000
ID	40,378	39,436	45,741	49,227	56,591	61,843	293,217	300000
MN	319,600	306,532	288,951	317,811	307,528	323,093	1,863,516	M00000
MT	18	11,316	41	(19)	21	11,275	22,653	400000
ND	87,772	80,465	84,958	83,192	83,324	84,918	504,629	F00000
NE	27,414	34,189	35,639	38,221	34,490	36,974	208,925	B00000
NM	16,570	27,848	23,324	17,457	23,575	27,810	136,584	500000
OR	26,642	46,708	34,538	34,310	34,659	40,258	217,114	R00000
SD	79,533	71,320	74,908	69,031	68,775	72,247	435,813	T00000
UT	72,338	69,518	87,820	166,101	85,339	96,504	577,621	600000
WA	49,486	72,205	58,100	56,891	59,455	57,304	351,442	W00000
WY	108,433	97,157	99,581	101,661	262,231	121,190	790,232	700000
Grand Total	1,006,163	1,655,764	1,708,600	2,019,441	1,848,785	1,871,645	10,770,437	

RC: TOCD00000

EXTC: CY1

Main Acct: 4010

Sub Acct: 2199

Trade Secret Data Ends]

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

Est Est Est Est Est M01 10% TRUEUP/LEGALCULATION

PLTS

Table with columns: 10% (MonYr), State, and months (Oct-00 to Dec-01) for Product PLTS. Grand Total: 1,183,458.

Est

SWACC

Table with columns: 10% (MonYr), State, and months (Oct-00 to Dec-01) for Product SWACC. Grand Total: 1,791,222.

Est

Other

Table with columns: Sum of 10% (MonYr), State, and months (Oct-00 to Dec-01) for Product (All). Grand Total: 223,558.

Est

TOTAL

Table with columns: Sum of 10%, State, and months (Oct-00 to Dec-01) for Total. Grand Total: 14,590,941.

Trade Secret Data Ends

NONPUBLIC DOCUMENT

02001 1:01 PM

M01 10% Trueup for LonD M01 10% refund

CONTAINS TRADE SECRET DATA

MINNESOTA
 DOCKET NO. P421/CI-01-1371
 AND P421/C-02-197
 DOC- 08-188
 ATTACHMENT: 88

[Trade secret data begins

M01 PREFERRED VENDOR PLAN - APRIL 2001 - JUNE 2001

State	Apr-01	May-01	Jun-01	Total	Address ID
AZ	69,942	71,778	91,067	232,787	100000
CO	303,712	293,970	279,012	876,694	200000
IA	476,163	482,703	494,940	1,453,806	C00000
ID	68,423	68,214	70,289	206,926	300000
MN	303,873	312,377	319,131	935,382	M00000
MT	523	2,709	5,383	8,616	400000
ND	84,024	84,358	86,846	255,227	F00000
NE	37,936	36,356	37,998	112,290	B00000
NM	25,392	27,210	35,962	88,564	500000
OR	41,254	46,211	38,614	126,079	R00000
SD	68,117	70,602	70,494	209,213	T00000
UT	91,242	91,052	107,695	289,989	600000
WA	78,286	88,138	83,935	250,360	W00000
WY	68,802	73,922	101,250	243,974	700000
Out of Region	121,659	138,532	80,781	340,972	
Grand Total	1,839,348	1,888,133	1,903,397	5,630,879	

RC: T0CD00000
 EXTC: CY1
 Main Acct: 4010
 Sub Acct: 2199

NONPUBLIC DOCUMENT
 CONTAINS TRADE SECRET DATA

Resale
OK

10% Account	Net 10% TRUE-UP CALCULATION										
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Grand Total	
AZ	4,055	6,186	8,862	18,864	22,981	32,601	49,036	48,861	58,852	251,469	
CC	233,136	226,429	263,111	273,408	286,696	281,745	234,261	227,701	260,297	2,296,787	
IA	372,822	384,005	379,422	378,659	345,297	377,983	377,102	389,125	363,676	3,348,104	
ID	11,186	13,985	19,567	26,112	32,911	33,298	42,270	40,442	45,400	263,168	
MN	254,552	240,916	234,326	242,641	233,362	244,256	231,497	238,084	240,166	2,139,798	
MT	22	20	52	4	25	122	607	3,082	5,992	8,789	
ND	70,878	71,582	71,859	72,305	73,066	73,141	73,176	72,457	74,084	652,548	
NE	22,444	29,282	30,746	32,365	30,756	31,654	33,779	32,363	32,882	277,273	
NM	0	1,479	2,766	8,438	10,049	12,238	16,490	17,013	19,384	87,856	
OR	3,781	5,302	9,656	14,293	16,385	18,978	22,725	23,275	23,508	137,994	
SD	54,673	54,310	54,318	54,822	55,311	53,389	50,419	48,856	49,916	475,975	
UT	34,274	36,286	53,533	63,626	64,212	67,746	67,424	68,220	80,157	530,479	
WA	7,608	12,317	14,430	27,954	33,298	36,311	42,005	45,432	53,280	272,632	
WY	85,783	89,726	84,854	88,190	248,444	105,927	31,436	56,075	82,887	873,337	
Grand Total	1,122,139	1,174,625	1,227,462	1,301,747	1,452,773	1,369,344	1,272,227	1,291,994	1,391,672	11,615,210	

UNEM rate diff
credit
OK

True-uc	Month															
State	Oct-01	Nov-01	Dec-01	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Grand Total
AZ	(1614)	(1,231)	(1,754)	(6,202)	(3,175)	(4,373)	(8,291)	(9,386)	(11,231)							
CO	(12,435)	(13,812)	(13,784)	(20,988)	(12,610)	(20,052)	(23,821)	(25,884)	(27,211)							
IA	26,317	26,037	28,505	26,302	28,666	21,884	16,989	20,278	17,658							
ID	(1,722)	(2,073)	(2,681)	(5,348)	(3,508)	(4,490)	(6,231)	(6,780)	(7,502)							
MN	(60,940)	(63,151)	(61,424)	(63,842)	(63,034)	(62,678)	(67,313)	(67,703)	(67,879)							
MT	(14)	(21)	(34)	(14)	(14)	(94)	(390)	(642)								
ND	83E	811	1,188	740	1,162	1,012	485	566	370							
NE	(3,536)	(3,944)	(4,359)	(5,091)	(4,718)	(4,874)	(5,497)	(5,862)	(5,674)							
NM	(119)	(416)	(725)	(3,477)	(1,817)	(2,885)	(4,701)	(5,463)	(6,304)							
OR	(205)	(300)	(571)	(1,489)	(917)	(1,282)	(1,885)	(2,144)	(2,312)							
SD	3,205	3,190	3,420	3,402	3,521	3,404	3,382	3,385	3,362							
UT	(8,345)	(8,731)	(11,366)	(16,620)	(13,747)	(15,680)	(18,886)	(19,848)	(21,909)							
WA	(1,456)	(2,151)	(2,720)	(4,701)	(4,355)	(5,733)	(8,337)	(9,243)	(10,372)							
WY																
Grand Total	59,226	(66,785)	(64,306)	(89,347)	(74,506)	(95,661)	(107,188)	(124,965)	(135,573)	C	C	C	C	C	C	0

Collocation
BART
ok

10%	Month															
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	0	4,283	0	0	0	1,050	0	0	0	0	0	0	0	0	0	5,342
CO	0	0	49,876	221,733	0	0	0	0	0	(49,672)	0	0	0	0	0	221,837
IA	0	13,712	6,691	0	315	13,713	0	0	0	0	0	0	0	0	0	34,431
ID	0	0	0	0	0	4,494	0	0	0	0	0	0	0	0	0	4,494
MN	0	12,733	1,483	0	2,703	5,115	3,046	0	2,705	0	0	0	0	0	0	27,784
MT	0	11,301	0	0	0	11,301	0	0	0	0	0	0	0	0	0	22,603
ND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NM	0	13,313	401	0	232	1,672	0	0	0	0	0	0	0	0	0	15,619
OR	0	19,923	5,261	0	0	0	0	985	(6,103)	0	0	0	0	0	0	20,086
SD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UT	0	0	0	76,239	0	0	0	0	0	0	0	0	0	0	0	76,239
WA	0	24,126	5,909	0	467	(8,745)	0	0	(10,642)	0	0	0	0	0	0	11,135
WY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	99,402	69,621	297,973	3,737	28,600	3,046	985	(63,712)	0	0	0	0	0	0	439,850

Unileap
OK
from odw

10%	Month															
State	10/01/2000	11/01/2000	12/01/2000	01/01/2001	02/01/2001	03/01/2001	04/01/2001	05/01/2001	06/01/2001	07/01/2001	08/01/2001	09/01/2001	10/01/2001	11/01/2001	12/01/2001	(Months)
AZ	0	0	0	0	0	0	0	0	214							0
CO	0	0	74	12	1,118	2,102	4,741	9,888	13,828	0	0	0	0	0	0	0
IA	26	2,800	9,528	2,675	3,038	2,712	5,011	13,158	31,682	0	0	0	0	0	0	0
ID	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0
MN	24,355	21,246	9,750	42,262	26,382	25,480	27,181	29,759	31,798	0	0	0	0	0	0	0
MT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NE	0	0	0	0	0	0	0	0	13	0	0	0	0	0	0	0
NM	0	0	0	0	0	0	0	14	1,370	0	0	0	0	0	0	0
OR	0	0	0	0	0	0	0	0	26	0	0	0	0	0	0	0
SD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WA	0	0	0	0	0	0	0	0	0	75	0	0	0	0	0	0
WY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	24,381	24,046	19,352	44,950	30,540	30,304	36,913	51,820	78,822	0	0	0	0	0	0	0

Collocation
LABS
Estimate
OK

10%	Month															
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	1,983	476	1,229	1,229	1,229	1,229	1,229	1,229	1,229	0	0	0	0	0	0	11,085
CO	41,746	10,025	25,885	25,885	25,885	25,885	25,885	25,885	25,885	0	0	0	0	0	0	232,888
IA	0	14,537	7,269	7,269	7,269	7,269	7,269	7,269	7,269	0	0	0	0	0	0	65,418
ID	3,377	811	2,094	2,094	2,094	2,094	2,094	2,094	2,094	0	0	0	0	0	0	18,844
MN	38,589	9,267	23,828	23,828	23,828	23,828	23,828	23,828	23,828	0	0	0	0	0	0	218,382
MT	4	1	2	2	2	2	2	2	2	0	0	0	0	0	0	22
ND	11,705	2,811	7,258	7,258	7,258	7,258	7,258	7,258	7,258	0	0	0	0	0	0	65,373
NE	4,738	1,138	2,938	2,938	2,938	2,938	2,938	2,938	2,938	0	0	0	0	0	0	28,442
NM	740	178	458	458	458	458	458	458	458	0	0	0	0	0	0	4,128
OR	2,929	703	1,816	1,816	1,816	1,816	1,816	1,816	1,816	0	0	0	0	0	0	14,346
SD	7,576	1,819	4,888	4,888	4,888	4,888	4,888	4,888	4,888	0	0	0	0	0	0	42,590

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

Table with columns for states (UT, WA, WY) and months (Est, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec, Grand Total).

PLTS

Product PLTS

OK

isbs

Table showing 10% MonYr data for states (AZ to WY) and months (Oct-00 to Dec-01, Grand Total).

SWACC

Product SWACC

OK

isbs

Table showing 10% MonYr data for states (AZ to WY) and months (Oct-00 to Dec-01, Grand Total).

Other

Product JIA

OK

isbs

some unbrn

Table showing Sum of 10% MonYr data for states (AZ to WY) and months (Oct-00 to Dec-01, Grand Total).

TOTAL

Table showing Sum of 10% MonYr data for states (AZ to WY) and months (Oct-00 to Dec-01, Grand Total).

NONPUBLIC DOCUMENT CONTAINS TRADE SECRET DATA

Trade secret data ends

06/20/2002 12:02 PM

vendor credit Q2 (2).xls M01 10% refund

M01 PREFERRED VENDOR PLAN - JULY 2001 - SEPTEMBER 2001

State	Jul-01	Aug-01	Sep-01	Total	Address ID
AZ	77,674	83,344	87,599	248,617	100000
CO	327,597	289,998	345,603	963,198	200000
IA	486,364	489,523	490,236	1,466,123	C00000
ID	80,802	76,069	86,958	243,829	300000
MN	427,480	319,377	310,281	1,057,139	M00000
MT	6,374	8,740	9,422	24,535	400000
ND	81,435	76,482	79,051	236,969	F00000
NE	47,018	51,125	67,529	165,672	B00000
NM	22,867	31,391	28,705	82,963	500000
OR	40,207	51,174	48,310	139,690	R00000
SD	61,766	60,708	64,650	187,124	T00000
UT	94,016	105,422	107,644	307,082	600000
WA	79,204	81,370	88,485	249,060	W00000
WY	96,896	81,983	98,633	277,512	700000
Out of Region	93,353	114,388	127,149	334,891	
Grand Total	2,023,055	1,921,095	2,040,256	5,984,404	

RC: TOCD00000
 EXTC: CY1
 Main Acct: 4010
 Sub Acct: 2199

NONPUBLIC DOCUMENT

CONTAINS TRADE SECRET DATA

UNES rate diff
credit
OK-dec-01

100% TRUE-UP CALCULATION
Table with columns: State, Month (Oct-00 to Dec-01), Grand Total. Rows include AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY.

Allocation
BART

10%
Table with columns: State, Month (Oct-00 to Dec-01), Grand Total. Rows include AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY.

UnkLoop
OK-dec-01
from cde

10%
Table with columns: State, Month (10/1/00 to 12/1/01), Grand Total. Rows include AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY.

Allocation
JABS
Estimate
OK-dec-01

10%
Table with columns: State, Month (Oct-00 to Dec-01), Grand Total. Rows include AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY.

PLTS

Product PLTS
10%
Table with columns: State, Month (Oct-00 to Dec-01), Grand Total. Rows include AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY.

SWACC

Product SWACC
10%
Table with columns: State, Month (Oct-00 to Dec-01), Grand Total. Rows include AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY.

Sure. What do your calculations derive?

Arturo

"Deutmeyer, Lori A " wrote:

Arturo,

My numbers and yours are off. Is there anyway that I can get the detail of how your number was calculated?

Thanks, Lori

From: aibarra@qwest.com on 03/07/2002 08:41 AM

Please respond to aibarra@qwest.com

To: Lori A. Deutmeyer/MCLEOD@MCLEOD

cc:

Subject: 4Q01Data.xls

Lori,

Here are the 4th quarter figures for your review.

Thanks,

Arturo

303-965-4324(See attached file: 4Q01Data.xls)

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6/7/02 2:56 PM

M01 PREFERRED VENDOR PLAN - OCTOBER 2001 - DECEMBER 2001

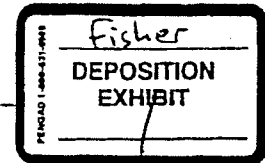
State	Oct-01	Nov-01	Dec-01	Total	Address ID
AZ	84,046	91,103	101,070	276,219	100000
CO	330,989	348,274	316,182	995,445	200000
IA	484,890	516,626	521,341	1,522,858	C00000
ID	88,911	91,053	86,397	266,360	300000
MN	312,361	333,133	304,546	950,040	M00000
MT	9,710	10,427	9,821	29,958	400000
ND	79,835	70,923	92,465	243,224	F00000
NE	64,345	88,804	80,419	233,568	B00000
NM	37,207	33,594	32,286	103,087	500000
OR	52,389	74,798	38,507	165,695	R00000
SD	60,573	61,078	66,008	187,659	T00000
UT	112,009	114,614	152,044	378,668	600000
WA	74,861	138,231	91,381	304,473	W00000
WY	100,406	105,229	108,535	314,170	700000
Out of Region	120,755	86,826	74,660	282,242	
Grand Total	2,013,287	2,164,713	2,075,664	6,253,664	

RC: TCDC00000
 EXTC: CY1
 Main Acct: 4010
 Sub Acct: 2199

NONPUBLIC DOCUMENT

CONTAINS TRADE SECRET DATA

SUBJECT TO RULE OF EVIDENCE 408

Purchase Agreement

[Trade Secret Data Begins

This Purchase Agreement ("PA") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. and its subsidiaries ("McLeodUSA") and Qwest Communications Corp. and its subsidiaries ("Qwest") (collectively, the "Parties") effective the 2nd day of October, 2000.

The Parties have entered in to enter into this PA to facilitate and improve their business and operational activities, agreements and relationships. In consideration of the covenants, agreements and promises contained below the Parties agree to the following:

1. This PA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 This PA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns.

1.2 This PA may be amended or altered only by written instrument executed by an authorized representative of both Parties.

1.3 The Parties, intending to be legally bound, have executed this PA effective as of October 2, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.4 Unless terminated as provided in this section, the initial term of this PA is from the date of signing until December 31, 2003 ("Initial Term") and this PA shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This PA can only be terminated during the Initial Term, or at any time thereafter, in the event of:

1.4.1 a material breach of the terms of the Agreements or this Amendment which remains unresolved and uncompensated following application of the dispute resolution provisions of this agreement;

1.4.2 a material change in the telecommunications industry pricing structure that is adverse to Qwest so as to make this PA useless; or

1.4.3 a termination of that certain Purchase Agreement with a like effective date pursuant to which McLeodUSA purchases Products (defined below) from Qwest.

1.5 All factual preconditions and duties set forth in this PA are, are intended to be, and are considered by the Parties to be, reasonably related to, and dependent upon each other.

1.6 If either party's performance of this PA or any obligation under this PA is prevented, restricted or interfered with by causes beyond such Parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism which reasonable precautions

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could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strike or work stoppage or vendor failures, cable cuts, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.7 Without the prior written consent of the other party and except as set forth below or to the extent required by law, neither party will disclose to any person the existence or content of this agreement, or material terms of the agreement. In the event that either party concludes that disclosure is required by applicable law, including but not limited to the regulations of the Securities and Exchange Commission, such party will provide the other party with prompt notice thereof and an opportunity to comment on such disclosure prior to such disclosure and such party will disclose only the information that, in the opinion of its counsel, it is required by such law to disclose. In the event that either party or any of its Representatives is required by a governmental authority or in connection with a legal proceeding or pursuant to legal process to disclose any of the Evaluation Material with respect to which such party is the receiving party or any other matter referred to in the immediately preceding paragraph, it is agreed that such party will provide the other party with prompt notice of each such request or requirement so that such other party may seek promptly an appropriate protective order or other appropriate remedy and/or waive compliance by such party subject to such request or requirement with the provisions of this PA and the party giving notice shall use its commercially reasonable efforts to assist the party seeking protection. In the event that such protective order or other remedy is not obtained promptly, such party subject to such requirement may furnish that portion (and only that portion) of the PA or other information with respect to such matter that, in the opinion of its counsel, it is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any information so furnished. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, organization, bank, group, individual or other entity.

1.8 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the covenants provided in section 3, all taken as a whole, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to make telecommunications, enhanced or information services, network elements, interconnection or collocation services or elements, capacity, termination or origination services, switching and fiber rights ("the Products") available for purchase by Qwest.

3. In consideration of the agreements and covenants set forth above and the covenants provided in section 2, all taken as a whole, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to purchase from

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SUBJECT TO RULE OF EVIDENCE 408

McLeodUSA, or one of its affiliate corporations, during the Initial Term of this PA. Products at prices established by McLeodUSA, subject to the terms of this section 3.

3.1 Subject to the provisions of this section 3, Qwest will purchase quarterly a proportional amount of additional Products to aggregate no less than \$15.84 million between January 1, 2001 and December 31, 2001 and in the event the quarterly purchases by Qwest do not meet this minimum, Qwest agrees to make a payment to McLeodUSA, in an amount equal to the difference between actual purchases and the proportional amount of the minimum.

3.2 Subject to the provisions of this section 3, Qwest will purchase quarterly a proportional amount of additional Products to aggregate no less than \$18.32 million between January 1, 2002 and December 31, 2002 and in the event the quarterly purchases by Qwest do not meet this minimum, Qwest agrees to make a payment to McLeodUSA, in an amount equal to the difference between actual purchases and the proportional amount of the minimum.

3.3 Subject to the provisions of this section 3, Qwest will purchase quarterly a proportional amount of additional Products to aggregate no less than \$19.92 million between January 1, 2003 and December 31, 2003 and in the event the quarterly purchases by Qwest do not meet this minimum, Qwest agrees to make a payment to McLeodUSA, in an amount equal to the difference between actual purchases and the proportional amount of the minimum.

3.4 The minimum purchase requirements provided in this Attachment shall be adjusted proportionally for each of the following which occur:

- 3.4.1 A reduction in the rates for any of the Products.
- 3.4.2 Any of the Products are no longer offered.
- 3.4.3 Any substantial increase or decrease in the operations of, including but not limited to the scope or geography of services offered by, McLeodUSA.
- 3.4.4 Any delay in the delivery of an ordered Product.
- 3.4.5 Any outage or state of "out of service" when Products have been ordered or requested.
- 3.4.6 The business of Qwest or McLeodUSA is prevented, restricted or interfered with by a Force Majeure as described in section 1.9.
- 3.4.7 Changes in technology eliminating the need for certain services provided by McLeodUSA.

3.5 The Parties will meet to discuss all proposed changes in requirements or

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-3-

CONTAINS TRADE SECRET DATA

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SUBJECT TO RULE OF EVIDENCE 408

payments pursuant to this section 3, and will resolve any disputes pursuant to Escalation Procedures to be developed by the Parties, before any payment or change in requirement is made.

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Trade Secret Data Ends]

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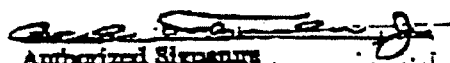
-4- CONTAINS TRADE SECRET DATA

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Made and entered into on the date written above by McLeodUSA and Qwest.

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.


Authorized Signature

Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

Name Printed/Typed

Group Vice President
Title

Title

October 25, 2000
Date

October 25, 2000
Date

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- 3 -

NONPUBLIC DOCUMENT

CONTAINS TRADE SECRET DATA

Q110125

_____ A SUBJECT TO RULES OF EVIDENCE 401

Made and entered into on the date written above by McLeodUSA and Qwest.

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.

Authorized Signature



Authorized Signature

Blake O. Fisher Jr.
Name Printed/Typed

GREGORY M. CASEY
Name Printed/Typed

Group Vice President
Title

EXEC V.P.
Title

October 26, 2000
Date

October 26, 2000
Date

Request by [unclear]

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation
Information Requested By: Ferguson, Sharon
Date Requested: 06/17/2002
Date Response Due: 06/24/2002

REQUEST:

Admit that Qwest created the spreadsheet named "vendor credit Q2 (2).xls" and attached as the last three pages to Exhibit 5003 to the June 11, 2002 deposition of Audrey McKenney.

RESPONSE:

Subject to and without waiving the General Objections, Qwest admits that it created the spreadsheet named "vendor credit Q2 (2) .xls" attached as the last three pages to Exhibit 5003 to the June 11, 2002 deposition of Audrey McKenney.