



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for AZ Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Arizona. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Arizona, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$640,837.64. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Arizona.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required, as necessary and allowable under the Interconnection Agreement or applicable law. Should

March 21, 2005

disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive, slightly slanted style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
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March 21, 2005

Via Overnight Mail

James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Pathnet
General Counsel
1015 31st Street, NW
Ste. 500
Washington DC 20007

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for CO Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Colorado. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Colorado, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$2,815,540.08. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Colorado.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DA". The signature is written in a cursive, slightly slanted style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
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Steven Q. Hansen
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March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for ID Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Idaho. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Idaho, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$971,870.45. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Idaho.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
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Telephone: 303-896-1250
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Steven Q. Hansen
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March 21, 2005

Via Overnight Mail

James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

McLeodUSA
Senior VP and General Counsel
Town Center, Ste. 500
221 3rd Ave. SE
Cedar Rapids, IA 52401

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for IA Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Iowa. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Iowa, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$3,871,494.32. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Iowa.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive, slightly slanted style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications

1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen

Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail

James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

McLeodUSA
Casey Mahon
Town Center, Ste. 500
221 3rd Ave. SE
Cedar Rapids, IA 52401

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for MN Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Minnesota. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Minnesota, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$2,098,141.82. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Minnesota.

If payment is processed by wire, it should be directed to—

First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required, as necessary and allowable under the Interconnection Agreement or applicable law. Should

March 21, 2005

disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive, slightly slanted style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for MT Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Montana. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Montana, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$463,084.37. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Montana.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

Steven Hansen / DH

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail

James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

McLeodUSA Telecommunications Servs. Inc.
ATTN: Bill Haas--Director
6400 C Street, SW
Cedar Rapids, IA 52406

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for NE Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Nebraska. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Nebraska, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$442,678.53. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Nebraska.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
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Denver, CO 80202
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Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Bill Haas--Director
McLeodUSA
6400 C Street, SW
Cedar Rapids IA 52406

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for ND Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of North Dakota. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of North Dakota, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$380,092.99. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of North Dakota.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

March 21, 2005

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required, as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
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Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for NM Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of New Mexico. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of New Mexico, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$524,127.39. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of New Mexico.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive, slightly slanted style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
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Steven Q. Hansen
Vice President, Carrier Relations
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James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for OR Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Oregon. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Oregon, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$372,545.98. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Oregon.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

McLeodUSA Telecommunications Servs. Inc.
ATTN: Bill Haas--Director
6400 C Street, SW
Cedar Rapids, IA 52406

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for SD Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of South Dakota. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of South Dakota, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$313,869.42. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of South Dakota.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for UT Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Utah. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Utah, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$1,245,735.42. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Utah.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive, slightly slanted style.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for WA Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Washington. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Washington, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$848,486.28. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Washington.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

A handwritten signature in black ink that reads "Steven Hansen / DH". The signature is written in a cursive style with a forward slash and the initials "DH" at the end.

Steven Hansen
Vice President, Carrier Relations

Cc: Ken Burkhardt, CFO



Qwest Communications
1801 California Street
Suite 2400
Denver, CO 80202
Telephone: 303-896-1250
Facsimile: 303-896-8887

Steven Q. Hansen
Vice President, Carrier Relations
Worldwide Wholesale Markets

March 21, 2005

Via Overnight Mail
James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 E. 5th St., Ste. 1500
Tulsa, Oklahoma 74103

Lauraine Harding
Sr. Manager, Interconnect Negotiation
McLeodUSA, Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids, IA 52406-1377

RE: Notice of Demand for WY Interconnection Agreement Security Deposit

Dear Sir/Madam,

This letter is to notify you that Qwest Corporation ("Qwest") requires a security deposit to continue the provisioning of services ordered by McLeodUSA Telecommunications Services, Inc. and its CLEC affiliates (collectively, "McLeodUSA") under the Interconnection Agreement between the parties in the State of Wyoming. After investigation and review of McLeod's unsatisfactory creditworthiness, recent public statements of McLeodUSA concerning its financial condition, history of late payments, and outstanding balances under the Interconnection Agreement and other agreements, tariffs, or accounts, Qwest demands a deposit, based on two months' average total billings under the Interconnection Agreement in the State of Wyoming, to safeguard Qwest's financial interests.

The security deposit shall be in the form of a wire transfer of immediately available funds or an irrevocable letter of credit in the amount of \$931,926.73. It must be received in ten (10) calendar days. If the security deposit is not received by 5:00 p.m. Mountain Standard Time on April 1, 2005, Qwest will commence the process of terminating the Interconnection Agreement, suspending order activity, disconnecting services, and/or any other remedy available to it under law or equity in the State of Wyoming.

If payment is processed by wire, it should be directed to—
First National Bank of Omaha
c/o Qwest Corporation
Omaha NE 68197
ABA No. 104000016
Qwest Bank Acct. No. 36204689

The deposit will be held for a period of at least twelve (12) months and will be maintained in accordance with the terms of the Interconnection Agreement or applicable law. Additional security may be required,

March 21, 2005

as necessary and allowable under the Interconnection Agreement or applicable law. Should disconnection occur, Qwest will require full payment of all outstanding charges and the posting of the security deposit, and late payment charges will apply in accordance with the Interconnection Agreement. Additionally other charges may apply to have the account re-established. If service order processing is interrupted, all outstanding charges and the posting of the security deposit, including any additional past due amounts are due prior to restoration.

Qwest reserves any and all rights and remedies it has under the Interconnection Agreement and applicable law, including any remedies it may have if McLeod fails to meet the terms set forth above. Qwest also reserves the right to request to increase the deposit or request additional deposits from McLeod under any other agreements between Qwest and McLeod as well as under any other tariffs.

Sincerely,

Steven Hansen / DH

Steven Hansen
Vice President, Carrier Relations

S

Cc: Ken Burkhardt, CFO