Amendment to the Master Services Agreement between
Qwest Corporation and
VCI Company
For the States of Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Washington and Wyoming

This is an Amendment ("Amendment") to the Master Services Agreement effective February 8, 2005 between Qwest Corporation ("Qwest"), a Colorado corporation, and VCI Company ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into a Master Services Agreement which includes a Service Exhibit providing access to Qwest Platform Plus™ products (QPP™ - MSA) ("Agreement") for service in the state(s) of Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Washington and Wyoming.

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by deleting the following sentences from Section 8.5 (Security Deposits) of the Agreement:

"Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The INITIAL deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services.

And replacing it with the following sentences:

"Repeatedly delinquent" means any payment received fifteen (15) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the most recent three (3) months for all services.

Effective Date

This Amendment shall be deemed effective upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

VCI Company

Signature

Stan Efferding
Name Printed/Typed

Secretary/Treasurer
Title

11/23/05
Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director
Title

12/2/05
Date