

ACCESS SERVICE
CHECK SHEET

The Title Page and Pages 1 through 35-6 inclusive of this tariff are effective as of the date shown. The Original and revised pages named below contain all changes from the original tariff that are in effect on the date shown.

Page	Number Revisions Except as Indicated		Page	Number Revisions Except as Indicated	
1	29 th Revised	*	20-19	1 st Revised	
1.1	2 nd Revised	*	30-97	3 rd Revised	
6	1 st Revised		30-105	3 rd Revised	
7	1 st Revised		30-158	3 rd Revised	
8	1 st Revised		31-3	5 th Revised	
9	1 st Revised		31-4	5 th Revised	
13	1 st Revised		31-8	14 th Revised	
49	2 nd Revised	*	31-9	14 th Revised	
51	2 nd Revised		31-120	3 rd Revised	
53	1 st Revised		31-133	1 st Revised	
2-64	1 st Revised		31-136	1 st Revised	
2-65	1 st Revised		31-167	3 rd Revised	
2-69	1 st Revised		31-241	2 nd Revised	
2-76	1 st Revised		32-63	2 nd Revised	*
2-77	1 st Revised		32-64	2 nd Revised	*
2-83	1 st Revised		32-65	1 st Revised	*
2-87	1 st Revised		32-66	1 st Revised	*
2-94	1 st Revised		32-67	1 st Revised	*
2-107	1 st Revised		32-68	1 st Revised	*
2-110	1 st Revised		32-69	2 nd Revised	*
4-9	1 st Revised		32-70	1 st Revised	*
5-32	1 st Revised		32-71	2 nd Revised	*
5-33	1 st Revised		32-72	2 nd Revised	*
5-34	1 st Revised		32-73	2 nd Revised	*
5-35	1 st Revised		32-74	2 nd Revised	*
5-36	1 st Revised		32-75	1 st Revised	*
5-37	1 st Revised		32-76	2 nd Revised	*
5-38	1 st Revised		32-77	2 nd Revised	*
5-39	1 st Revised		32-78	2 nd Revised	*
5-40	1 st Revised		32-79	2 nd Revised	*
5-41	1 st Revised		32-80	1 st Revised	*
5-42	1 st Revised		32-81	1 st Revised	*
5-43	1 st Revised		32-82	1 st Revised	*
5-44	1 st Revised		32-83	2 nd Revised	*
5-45	1 st Revised		32-84	2 nd Revised	*
5-48	1 st Revised		32-85	2 nd Revised	*
6-4	1 st Revised		32-86	2 nd Revised	*
6-34	1 st Revised		32-87	2 nd Revised	*
6-51	1 st Revised		32-184	1 st Revised	
6-202	1 st Revised		32-185	1 st Revised	
6-230	1 st Revised				
6-251	1 st Revised				
7-256	3 rd Revised				
7-257	3 rd Revised				
20-14	1 st Revised				
20-15	1 st Revised				
20-15.1	1 st Revised				
20-15.2	1 st Revised				
20-16	1 st Revised				
20-17	1 st Revised				
20-18	1 st Revised				

* New or revised page.

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE
CHECK SHEET, (CONT'D)

<u>Page</u>	Number Revisions Except as Indicated	<u>Page</u>	Number Revisions Except as Indicated	
32-278	First Revised	32-340	Original	
32-279	First Revised	32-341	Original	
32-280	First Revised	32-342	Original	
32-281	First Revised	32-343	Original	
32-282	First Revised	32-344	Original	
32-283	First Revised	32-345	Original	
32-284	First Revised	32-346	Original	
32-285	First Revised	32-347	Original	
32-286	First Revised	32-348	Original	
32-287	First Revised	32-349	Original	
32-288	Second Revised	32-350	Original	
32-289	Second Revised	32-351	Original	
32-290	Second Revised	32-352	Original	*
32-291	Second Revised	32-353	Original	*
32-292	Second Revised	32-354	Original	*
32-293	Second Revised	32-355	Original	*
32-294	Second Revised	32-356	Original	*
32-295	Second Revised	32-357	Original	*
32-296	Third Revised	32-358	Original	*
32-297	Second Revised	32-359	Original	*
32-298	First Revised	32-360	Original	*
32-299	First Revised	32-361	Original	*
32-300	First Revised	32-362	Original	*
32-301	First Revised	32-363	Original	*
32-302	First Revised	32-364	Original	*
32-303	First Revised	32-365	Original	*
32-304	Second Revised	32-366	Original	*
32-305	Second Revised	32-367	Original	*
32-306	First Revised	32-368	Original	*
32-307	Second Revised	32-369	Original	*
32-308	First Revised	32-370	Original	*
32-309	First Revised	32-371	Original	*
32-310	First Revised	32-372	Original	*
32-311	First Revised	32-373	Original	*
32-312	First Revised	32-374	Original	*
32-313	Second Revised	32-375	Original	*
32-314	Second Revised	32-376	Original	*
32-315	Second Revised	32-377	Original	*
32-316	Second Revised	32-378	Original	*
32-317	Second Revised	32-379	Original	*
32-318	First Revised	32-380	Original	*
32-319	First Revised	32-381	Original	*
32-320	Second Revised	32-382	Original	*
32-321	Second Revised	32-383	Original	*
32-322	First Revised	32-384	Original	*
		32-385	Original	*
		32-386	Original	*
		32-387	Original	*
		32-388	Original	*
		32-389	Original	*

* New or revised page.

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>	
32. <u>CONTRACT TARIFFS</u> (Cont'd)		
32.11 <u>Contract Tariff Option 21</u>	32-44	
32.11.1 Scope	32-44	
32.11.2 Eligibility	32-44	
32.11.3 Service Period and Termination Liability	32-45	
32.11.4 Serving Area	32-55	
32.11.5 Terms and Conditions	32-55	
32.11.6 Chronic Service Outage	32-57	
32.11.7 Exceptions	32-60	
32.11.8 Rates and Charges	32-62	
32.12 <u>[Reserved for Future Use]</u>	32-63	(T)
32.13 <u>Contract Tariff Option 30</u>	32-88	
32.14 <u>Contract Tariff Option 31</u>	32-95	
32.15 <u>Contract Tariff Option 35</u>	32-108	
32.16 <u>Contract Tariff Option 36</u>	32-115	
32.17 <u>Contract Tariff Option 38</u>	32-131	
32.18 <u>Contract Tariff Option 39</u>	32-140	
32.19 <u>Contract Tariff Option 41</u>	32-148	
32.20 <u>Contract Tariff Option 42</u>	32-152	
32.21 <u>Contract Tariff Option 43</u>	32-164	
32.22 <u>Contract Tariff Option 44</u>	32-189	
32.23 <u>Contract Tariff Option 45</u>	32-200	
32.24 <u>Contract Tariff Option 46</u>	32-252	
32.25 <u>Contract Tariff Option 48</u>	32-278	
32.26 <u>Contract Tariff Option 49</u>	32-323	
32.27 <u>Contract Tariff Option 50</u>	32-339	
32.28 <u>Contract Tariff Option 51</u>	32-352	(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.12 [Reserved for Future Use]

(D)

(D)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51

(N)

A. Scope

Contract Tariff Option 51 (Option 51) provides special rates subject to the terms and conditions set forth herein on certain services offered by the Telephone Company pursuant to this Tariff. In consideration for special rates, and subject to the terms and conditions of the Contract Tariff, the Customer hereby agrees to abide by the requirements as set forth in further detail herein including agreeing to a limitation on the number of Grooms that the Telephone Company must perform on an annual basis, as set forth in C. following.

B. Eligibility

Customer must meet all of the criteria set forth in this Section B in order to receive the special rates, terms, and conditions under this Agreement as contained herein. All special rates, terms and conditions apply to DS-1 and DS-3 services provided pursuant to this tariff located in all MSA and non-MSA areas in the states of Maine, New Hampshire and Vermont that receive pricing flexibility in accordance with Applicable Law ("Pricing Flexibility Relief Areas").

- (1) During the twelve (12) month period prior to the commencement of the Term (as defined in Section 32.28.D. below), Customer and its affiliates must have collectively achieved a minimum DS-0 equivalent of **17,550,876** for all Qualifying Services (as defined in Section F.1 below) purchased by Customer or its affiliates from the Telephone Company. The Telephone Company will be deemed to have irrevocably waived any claim that Customer did not meet this requirement effective upon the Effective Date; and
- (2) As determined upon each anniversary of the Effective Date, Customer must pay the applicable Shortfall Penalty if the DS-0 Purchase Amount (as defined below) did not meet or exceed the applicable Minimum Annual DS-0 Equivalent Commitment ("MADEC") amount, as described in more detail in F(2) following; and
- (3) During the Term, the Customer and its affiliates must adhere to the Network Groom Restriction described in F(3) following; and
- (4) During the Term, the Customer must maintain an active subscription to FMS as contained in Section 7.2.16 of this tariff.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

C. Subscription Period

Unless otherwise noted in a written agreement between Customer and the Telephone Company, Customer and its affiliates are eligible for the benefits as described herein if Customer submits a written authorization in a manner designated by the Telephone Company during the thirty (30) day period following the effective date.

Other than the FMS and Commitment Discount Plan ("CDP") term plans, Customer may not concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis ("ICB") arrangement offered by the Telephone Company and available to Customer either currently or at any time during the Term, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by Customer for the Qualifying Services. Upon The Telephone Company' filing the Contract Tariff Option(s), The Telephone Company will be deemed to have irrevocably waived any claim that Customer and its affiliates did not meet the above requirement as of the Effective Date. No representation is made by The Telephone Company with respect to this matter as to any time period after the Effective Date.

D. Term

The term of this Agreement shall be two (2) years ("Initial Term") commencing on the Effective Date of this Agreement, with two (2) optional one-year renewal terms ("Renewal Terms") exercisable at the mutual agreement of Customer and The Telephone Company (the Initial Term and any Renewal Terms shall collectively be referred to as the "Term"). Such mutual agreement must be contained in writing signed by both parties prior to expiration of the Initial Term or Renewal Term, as applicable. The parties may discuss any future renewals of this Agreement (if any) at any time during the Term.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

E. Serving Area

Subject to the restrictions set forth in this Section 32.28, the calculation of the DS-0 Purchase Amount (as defined below) shall be determined by Customer and its affiliates' purchases of Qualifying Services in all Metropolitan Statistical Areas ("MSAs") and non-MSA areas within the states of Maine, New Hampshire and Vermont (including, for the avoidance of doubt, both Pricing Flexibility Relief Areas ("Price Flex MSAs") and all other areas in the Telephone Company operating territory).

F. Terms and Conditions(1) Qualifying Services

- a. Description of Qualifying Services. Qualifying Services included in the calculation of the DS-0 Purchase Amount and contributing toward the MADEC (both defined below) will be comprised of the following Services:

The DS-0 equivalents for any Switched or Special Access Services as set forth in this tariff, as the same may be amended from time to time, and any Switched or Special Access Services provided under that Master Services Agreement entered March 8, 2007, and adopted between the parties effective March 31, 2008, as same may be amended from time to time (the "2008 MSA"), except as otherwise excluded pursuant to F(1)(c) following, which Services are billed by The Telephone Company during the Term ("Qualifying Services"); and

If The Telephone Company introduces a new SONET Special Access Service or enhancement or change to an existing SONET Special Access Service or FMS Services in its Tariffs or under the 2008 MSA, then such services shall be automatically included in Qualifying Services. All Qualifying Services in-service as of the Effective Date or ordered by Customer or its affiliates during the Term shall be included in the calculation of the DS-0 Purchase Amount.

All other services purchased by Customer from The Telephone Company or any affiliate of The Telephone Company and not described in this Section F(1)(a) and listed in the following Section F(1)(b) shall not be eligible for inclusion as Qualifying Services under this Agreement.

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)F. Terms and Conditions (Cont'd)(1) Qualifying Services (Cont'd)

- b. Description of Qualifying Services DS-0 equivalents. DS-0 equivalents for Qualifying Services which will be included in the calculation of the DS-0 Purchase Amount and contribute toward the MADEC are as follows:

Special Access Point-to-Point	
Digital Signal (DS)	Equivalent DS-0 Channels
DS-0	1
DS-1	24
DS-3	672
Optical Carrier ("OC") Level	Equivalent DS-0 Channels
OC-1	672
OC-2	1,344
OC-3	2,016
OC-4	2,688
OC-9	6,048
OC-12	8,064
OC-18	12,096
OC-24	16,128
OC-36	24,192
OC-48	32,256
OC-96	64,512
OC-192	129,024
OC-768	516,096
OC-1536	1,032,192
OC-3072	2,064,384
Switched Access Circuits	
Digital Signal (DS)	Equivalent DS-0 Channels
DS-0	1
DS-1	24

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)F. Terms and Conditions (Cont'd)(1) Qualifying Services (Cont'd)

c. Description of non-Qualifying Services. The following Services will not be included in the DS-0 Purchase Amount and will not contribute towards the MADEC:

- Channelized special access DS-1, DS-3 and STS circuits
- Switched access DS-3 circuits
- Higher capacity channelized special access circuits with empty slots
- Ethernet circuits
- Collocation circuits with EQ in the circuit ID's

(N)

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(1) Qualifying Services (Cont'd)

- d. Mergers and Acquisitions of Customer. If, after the Effective Date, Customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Agreement and the Tariffs.
 - i. The Customer may not combine or include any DS-0 equivalents from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the definition of Qualifying Services or the DS-0 Purchase Amount.
 - ii. The calculation of the DS-0 Purchase Amount shall be based on Customer and affiliates circuits installed with The Telephone Company using the ACNAs supplied by the Customer without adding the DS-0 equivalents and/or ACNAs attributable to expansion of the Customer's purchase of Services from The Telephone Company through merger, transfer, assignment, or acquisition.
 - iii. The Telephone Company reserves the right to terminate this Agreement without liability if the Customer does not adhere to the provisions of this section.

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC)

- a. The DS-0 equivalents described in Sections F(1)(a) and F(1)(b) above will be the only DS-0 equivalent types included in calculation of the DS-0 Purchase Amount.
- b. Meeting the MADEC

If as of the end of the first year of the Initial Term, and the end of each subsequent year in the Initial Term and any Renewal Term, Customer's (and its affiliates, on a collective basis) DS-0 Purchase Amount (as defined below) equals or exceeds the MADEC that was in effect for such prior Term year (including, for the avoidance of doubt, taking into account any MADEC Reduction, as described below), Customer shall be entitled to keep all credits issued in accordance with Section G, below. If the DS-0 Purchase Amount is less than the MADEC that was in effect for such prior Term year (including, for the avoidance of doubt, taking into account any MADEC Reduction, as described below), Customer shall be entitled to keep all credits issued in accordance with Section G, below, and shall be required to pay a Shortfall Penalty as described in paragraph F(2)(f), below.

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

c. Setting the MADEC

- i. The Customer's MADEC for the first year of the Term shall be 15,795,788 DS-0 equivalents of Qualifying Services.
- ii. At the end of the first year of the Initial Term and at the end of each subsequent year in the Initial Term and any Renewal Term, The Telephone Company and Customer will mutually agree in writing upon a revised MADEC that will be used for each such subsequent year of the Term. The revised MADEC will be calculated as follows. First, the Parties shall determine the DS-0 equivalent amount of all Qualifying Services that were invoiced to Customer and its affiliates using the ACNAs as of the anniversary of the Effective Date at the end of the then-completed Term year for the entirety of such Term year ("DS-0 Purchase Amount"). Next, the parties shall multiply the DS-0 Purchase Amount by ninety percent (90%) and the resulting amount will become Customer's new MADEC for the following year of the Term.

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

d. Business Downturn

- i. As used herein, the term "Business Downturn" shall mean a reduction in Customer or its affiliates' purchases of Qualifying Services caused by (i) loss of significant Customer business such that Customer's and its affiliates' collective DS-0 equivalent purchases of Qualifying Services falls below or is in danger of falling below the applicable MADEC, or (ii) a corporate divestiture, either (i) or (ii) of which significantly reduces the size or shape of Customer's or its affiliates' operations and the volume of network Services required by Customer or its affiliates with the result that Customer will be unable to meet the applicable MADEC for a given year of the Term notwithstanding Customer's best efforts to avoid such a shortfall (provided, however, that best efforts shall not require Customer to terminate service agreements with other telecommunications carriers which would cause Customer to incur termination liability charges or penalties). By way of illustration and not of limitation, the term "Business Downturn" shall not apply to a change in Customer's usage of The Telephone Company network services to the extent it is the result of a decision by Customer to reduce its overall use of telecommunications services, alter its telecommunications network architecture, or transfer portions of its telecommunications traffic to carriers other than The Telephone Company.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

d. Business Downturn (Cont'd.)

- ii. In the event of a Business Downturn as defined in paragraph i. above, The Telephone Company and Customer agree to cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example and not limitation, such alternative proposals may include changes in rates, nonrecurring charges, revenue and/or volume commitments, credits, the multi-year service period and other provisions. Subject to all applicable legal and regulatory requirements, including the requirements of the commission having jurisdiction and applicable state laws, The Telephone Company will prepare schedule changes and file any Tariff revisions necessary to implement such mutually agreeable alternative proposal as required.

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)d. Business Downturn (Cont'd.)

- iii. In the event that the efforts of The Telephone Company and Customer to arrive at such a mutually acceptable alternative proposal are not successful, Customer may elect, upon at least sixty (60) days' written notice to The Telephone Company prior to the end of the year of the Term in which the Business Downturn occurs, to reduce the then-applicable MADEC for that year by the number of DS0 equivalents by which Customers and its affiliates collective purchases of Qualifying Services is likely to fall short of the applicable MADEC due to said Business Downturn ("MADEC Reduction"), provided that in no event shall the applicable MADEC be reduced by more than twenty percent (20%). For example, if the MADEC for a particular year was 1 million DS-0 equivalents, and Customer elects to unilaterally reduce such MADEC in accordance with the provisions of this section, the reduction in such MADEC may not exceed 200,000 DS-0 equivalents (i.e., may not exceed 20% of 1 million).
- iv. In order to apply any of the provisions of this Business Downturn Section, Customer must give written notice to The Telephone Company of the conditions it believes justify said application. This provision does not constitute a waiver of any charges incurred by Customer prior to the date of written notice of Business Downturn.

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

- e. Service Technology Migration: Customer and The Telephone Company understand and agree that The Telephone Company and its affiliates may make available services using new technology ("New Technology Services") and Customer may desire to replace services which contribute to the MADEC under this Contract Tariff with such New Technology Services. Customer and The Telephone Company further agree that should Customer replace Customer's use of Qualifying Services which contribute to the MADEC with New Technology Services offered by The Telephone Company or its affiliates such that the Qualifying Services used by Customer which contribute to the MADEC are reduced in any year of the Term of this Agreement by 25% or more and replaced with New Technology Services provided by The Telephone Company or its affiliates then upon such reduction and replacement which meet the terms of this Section 5, the MADEC shall be automatically reduced, up to a maximum of 25%, by the amount of the Service Technology Migration, for the remainder of the Term of this Agreement. In order for the 25% reduction in Qualifying Services used by Customer which contribute to the MADEC to qualify as a Service Technology Migration the reduction of Qualifying Services by Customer must meet the following conditions:
- i. The reduction of Qualifying Services used by Customer must be contemporaneous with Customer ordering new technology services from The Telephone Company; and
 - ii. The new technology services ordered by Customer as a replacement for Qualifying Services must be ordered by the Customer for the same locations as the reduced Qualifying Services.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

f. Shortfall Penalty

If Customer's DS-0 Purchase Amount is less than the MADEC on the anniversary of the Effective Date at the end of any Term year, Customer shall pay a Shortfall Penalty as follows.

i. Calculation of Shortfall Penalty. The Shortfall Penalty, if any, shall be calculated on the anniversary of the Effective Date at the end of each Term year as follows:

ii. The parties shall first determine Customer's per-DS-0 cost by dividing the total dollar amount invoiced to Customer (and its affiliates) for Qualifying Services (net of credits or discounts) for the Term year by the average monthly number of DS-0 equivalent Qualifying Services invoiced to Customer and its affiliates using the ACNAs during the Term year ("Customer's Per DS-0 Cost"). Customer's Per DS-0 Cost amount will then be multiplied by the number of DS-0s by which the DS-0 Purchase Amount for that Term year fell short of the MADEC for that Term year and further multiplied by the following applicable percentage amount to determine the amount of the Shortfall Penalty due for that Term year:

- 1) one hundred percent (100%) for the first year of the Term
- 2) ninety percent (90%) for the second year of the Term
- 3) eighty percent (80%) during any subsequent year of the Term

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)f. Shortfall Penalty (Cont'd.)

Examples of Application of Shortfall Penalty

End of Year 1 of Term: If at the end of Year 1 Customer's DS-0 Purchase Amount (i.e. the cumulative amount of DS-0 purchased during Year 1) was 15,779,472 DS-0 equivalent Qualifying Services, the Shortfall Penalty would be calculated as follows:

MADEC in Year 1:	15,795,788
------------------	------------

Year 1 DS0 Purchase Amount:	15,779,472
-----------------------------	------------

DS0 Equivalent Shortfall:	16,316
---------------------------	--------

Assumed (for purposes of this example only) average monthly DS-0 equivalent purchases in Year 1:	1,314,956
--	-----------

Assumed (for purposes of this example only) sum of all actual annual Year 1 billing (net of credits and discounts) for all DS-0 equivalents:	\$24,000,000
--	--------------

Customer's Per DS-0 Cost:	\$18.25
	\$24,000,000 /
	1,314,956

Shortfall Calculation Due FairPoint: (\$18.25 X 16,316) X 100% =	\$297,767
---	-----------

(If the above example was for Year 2 of the Term, the Shortfall Calculation would be:

(\$18.25 X 16,316) X 90% = \$267,990.30)

(N)

(TR 28)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(3) Network Grooms Provision

Maximum Quarterly Grooms. In consideration for the terms and conditions set forth herein, the Parties agree that during the Term of the Agreement, Customer will limit the network grooms to one (1) DS-3 equivalent per quarter ("Maximum Quarterly Grooms"). Customer shall not submit any requests to The Telephone Company to groom more than one (1) DS-3 equivalent per quarter. In addition, all network grooms will be to The Telephone Company network. A "Groom" shall mean the re-termination of a Special or Switched Access circuit from its original installation location to another location in the same FairPoint Communication's Central Office or in another FairPoint Communication's Central Office.

The following types of network grooms shall not be included in the Maximum Quarterly Grooms and shall be performed by FairPoint Communication in accordance with its normal business practices:

- a. Customer's End User Initiated Grooms: A circuit Groom request that has been initiated by a Customer End User shall not be included in the number of Maximum Quarterly Grooms. "Customer End User Initiated Grooms" shall be defined as a Groom requested by the Customer's End User to Groom to their secondary Circuit Facility Assignment or Groom to a new End User location. All circuits must be purchased from The Telephone Company via a wholesale arrangement with Customer or its affiliate;

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)F. Terms and Conditions (Cont'd)(3) Network Grooms Provision (Cont'd)

- b. Maintenance Grooms: A circuit that is identified as a Maintenance Groom (as defined below) by Customer and accepted by FairPoint Communication as a Maintenance Groom shall not be included in the number of Maximum Quarterly Grooms. A "Maintenance Groom" shall mean a circuit which meets all of the following criteria: (i) there is no change in the mileage between the original and Groomed circuit; (ii) the original circuit is experiencing service failures as a result of equipment/path problems, and Grooming will correct such problems; and (iii) the total monthly recurring charges billed by FairPoint Communication to Customer for such Groomed circuit shall be equal to or greater than the original circuit prior to the Groom being performed. All Maintenance Grooms shall be subject to review and acceptance by FairPoint Communication and FairPoint Communication's final decision shall be binding as to whether a specific Groom is a Maintenance Groom, or whether such Groom is to be included in the Maximum Quarterly Grooms;

(N)

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(3) Network Grooms Provision (Cont'd)

- c. Point of Presence ("POP") Closure Grooms: In the event that Customer seeks to close, consolidate any of its POPs, or to migrate circuits as a result of a POP closure, then Customer may request that The Telephone Company perform Grooms in addition to the Maximum Quarterly Grooms. In such event, FairPoint Communication shall perform such Grooms in accordance with its normal business practices, but Customer shall continue to pay the monthly recurring charges associated with the original circuit, or the monthly recurring charges for the Groomed circuit, whichever is higher, even after such Groom is completed, and for the balance of the Term of this Agreement and the DS-0 equivalents associated with such circuits shall continue to be counted in the volume of Customer's purchases of DS-0 equivalent Qualifying Services for purposes of determining whether or not Customer has attained the MADEC in any year of the Term. Customer shall remain responsible for all other customary charges associated with such moves or terminations (such as, Retermination charges, non-recurring charges); and
- d. The Telephone Company Initiated Grooms: Any Groom initiated by The Telephone Company shall not be included in the number of Maximum Quarterly Grooms.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

F. Terms and Conditions (Cont'd)(4) Early Termination Charges

If Customer cancels or terminates this Contract Tariff at any point prior to the expiration of the Initial Term, or if Customer terminates this Contract Tariff during an agreed-to Renewal Term year, except as specifically authorized in this Agreement or for default of The Telephone Company under the Agreement (an "Early Termination"), Customer shall pay an Early Termination charge determined as follows:

The Early Termination charge shall be comprised of a repayment by Customer of fifty percent (50%) of the monthly credit amounts issued to Customer for the Term year in which the Early Termination occurred.

No Early Termination Charges will be assessed for or include monthly credits issued or accrued for Term years that were completed prior to the Term year in which the Early Termination occurred as long as Customer has paid any Shortfall Penalty due and owing for such prior Term years.

Nothing in this Agreement shall alter, amend, or impair in any way Customers right to disconnect Services, provided that, Customer pays all applicable termination charges as required by the applicable Tariffs or agreement. In the event Customer terminates this Agreement and/or the related Contract Tariff for any reason, or upon expiration of this Agreement and/or the related Contract Tariff, Customer may continue to subscribe to the Qualifying Services pursuant to the Tariffs, and the 2008 MSA, and The Telephone Company shall continue to provide such Qualifying Services in accordance with the Tariffs and the 2008 MSA. Further, expiration or termination of this Agreement and/or the related Contract Tariff for any reason shall not automatically and in of itself effect a termination of any of the Qualifying Services, and shall not by itself be sufficient to trigger the application of any early termination charges or shortfall penalties on individual Qualifying Services (i.e., individual circuits or facilities), other than those penalties that are listed in this Section 32.28.

Customer is eligible to receive the following pricing on Services ordered prior to the Effective Date, which will be based on billing the rates as set forth below. Customer will be billed for Services ordered prior to the Effective Date as listed in Table 1 and Table 2 below (subject to payment of any Shortfall Penalty (if any) as described above).

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date

Fixed mileage – A monthly recurring charge for service at its lowest level.

Variable mileage – A monthly recurring charge for the mileage between the access customer terminal location and the serving wire center of the end-user.

Examples of pricing for DS-1 and DS-3:

Example using Table 1, A. Existing non-FMS Price Band DS-1 / 1st – 6th Quarters:

For an installed DS-1 circuit that has fixed mileage of 1 and variable mileage of 10, the fixed mileage will be billed at \$22.44 and the variable mileage will be billed at \$14.78 times 10 variable miles (\$14.78 X 10 variable miles = \$147.80 total variable mile charge) for USOCs 1L5XX and 1A8ZS during the 1st Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$17.16 and the variable mileage will be billed at \$13.96 times 10 variable miles (\$13.96 X 10 variable miles = \$139.60 total variable mile charge) for USOCs 1L5XX and 1A8ZS during the 2nd and 3rd Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$11.88 and the variable mileage will be billed at \$13.14 times 10 variable miles (\$13.14 X 10 variable miles = \$131.40 total variable mile charge) for USOCs 1L5XX and 1A8ZS during the 4th Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$6.60 and the variable mileage will be billed at \$12.32 times 10 variable miles (\$12.32 X 10 variable miles = \$123.20 total variable mile charge) for USOCs 1L5XX and 1A8ZS during the 5th Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$11.49 times 10 variable miles (\$11.49 X 10 variable miles = \$114.90 total variable mile charge) for USOCs 1L5XX and 1A8ZS during the 6th Quarter and for each Quarter thereafter during the Term of this Agreement.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Example using Table 1, B. Existing non-FMS Price Band DS-3 / 1st – 6th Quarters:

For an installed DS-3 circuit that has fixed mileage of 1 and variable mileage of 10, the fixed mileage will be billed at \$336.60 and the variable mileage will be billed at \$83.72 times 10 variable miles (\$83.72 X 10 variable miles = \$837.20 total variable mile charge) for USOCs 1L5XX and 1A5LX during the 1st Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$257.40 and the variable mileage will be billed at \$79.07 times 10 variable miles \$79.07 X 10 variable miles = \$790.70 total variable mile charge) for USOCs 1L5XX and 1A5LX during the 2nd and 3rd Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$178.20 and the variable mileage will be billed at \$74.42 times 10 variable miles (\$74.42 X 10 variable miles = \$744.20 total variable mile charge) for USOCs 1L5XX and 1A5LX during the 4th Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$99.00 and the variable mileage will be billed at \$69.77 times variable miles (\$69.77 X 10 variable miles = \$697.70 total variable mile charge) for USOCs 1L5XX and 1A5LX during the 5th Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$65.11 times variable miles (\$65.11 X 10 variable miles = \$651.10 total variable mile charge) for USOCs 1L5XX and 1A5LX during the 6th Quarter and for each Quarter thereafter during the Term of this Agreement.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Table 1 - Pricing for non-FMS DS-1 and DS-3 circuits ordered prior to the Effective Date purchased under FCC Tariff No. 1 (not included in an FMS plan):

A. Existing non-FMS Price Band DS-1 / 1 st – 6 th Quarters				
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs	Applicable Quarter (Quarter in which discounted pricing applies)
Fixed Mileage [0 or 1]	1	\$22.44	1L5XX/ 1A8ZS	1 st Quarter
Variable Mileage	1	\$14.78	1L5XX/ 1A8ZS	1 st Quarter
Fixed Mileage [0 or 1]	1	\$17.16	1L5XX/1A8ZS	2 nd Quarter
Variable Mileage	1	\$13.96	1L5XX/1A8ZS	2 nd Quarter
Fixed Mileage [0 or 1]	1	\$17.16	1L5XX/ 1A8ZS	3 rd Quarter
Variable Mileage	1	\$13.96	1L5XX/ 1A8ZS	3 rd Quarter
Fixed Mileage [0 or 1]	1	\$11.88	1L5XX/ 1A8ZS	4 th Quarter
Variable Mileage	1	\$13.14	1L5XX/ 1A8ZS	4 th Quarter
Fixed Mileage [0 or 1]	1	\$6.60	1L5XX/ 1A8ZS	5 th Quarter
Variable Mileage	1	\$12.32	1L5XX/1A8ZS	5 th Quarter
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX/ 1A8ZS	6 th Quarter and for each Quarter thereafter during the Term
Variable Mileage	1	\$11.49	1L5XX/1A8ZS	6 th Quarter and for each Quarter thereafter during the Term

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Examples of pricing for DS-1 and DS-3:

B. Existing non-FMS Price Band DS-3 / 1st – 6th Quarters				
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs	Applicable Quarter (Quarter in which discounted pricing applies)
Fixed Mileage [0 or 1]	1	\$336.60	1L5XX/1A5LX	1 st Quarter
Variable Mileage	1	\$83.72	1L5XX/1A5LX	1 st Quarter
Fixed Mileage [0 or 1]	1	\$257.40	1L5XX/1A5LX	2 nd Quarter
Variable Mileage	1	\$79.07	1L5XX/1A5LX	2 nd Quarter
Fixed Mileage [0 or 1]	1	\$257.40	1L5XX/1A5LX	3 rd Quarter
Variable Mileage	1	\$79.07	1L5XX/1A5LX	3 rd Quarter
Fixed Mileage [0 or 1]	1	\$178.20	1L5XX/1A5LX	4 th Quarter
Variable Mileage	1	\$74.42	1L5XX/1A5LX	4 th Quarter
Fixed Mileage [0 or 1]	1	\$99.00	1L5XX/1A5LX	5 th Quarter
Variable Mileage	1	\$69.77	1L5XX/1A5LX	5 th Quarter
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX/1A5LX	6 th Quarter and thereafter during the term.
Variable Mileage	1	\$65.11	1L5XX/1A5LX	6 th Quarter and thereafter during the term.

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

C. Existing non-FMS non-Price Band DS-1/1 st -6 th Quarters				
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs	Applicable Quarter (Quarter in which discounted pricing applies)
Fixed Mileage [0 or 1]	1	\$19.22	1L5XX/1A8ZS	1 st Quarter
Variable Mileage	1	\$10.35	1L5XX/1A8ZS	1 st Quarter
Fixed Mileage [0 or 1]	1	\$14.70	1L5XX/1A8ZS	2 nd Quarter
Variable Mileage	1	\$9.78	1L5XX/1A8ZS	2 nd Quarter
Fixed Mileage [0 or 1]	1	\$14.70	1L5XX/1A8ZS	3 rd Quarter
Variable Mileage	1	\$9.78	1L5XX/1A8ZS	3 rd Quarter
Fixed Mileage [0 or 1]	1	\$10.18	1L5XX/1A8ZS	4 th Quarter
Variable Mileage	1	\$9.20	1L5XX/1A8ZS	4 th Quarter
Fixed Mileage [0 or 1]	1	\$5.65	1L5XX/1A8ZS	5 th Quarter
Variable Mileage	1	\$8.63	1L5XX/1A8ZS	5 th Quarter
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX/1A8ZS	6 th Quarter and thereafter during the Term
Variable Mileage	1	\$8.05	1L5XX/1A8ZS	6 th Quarter and thereafter during the Term

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

D. Existing non-FMS non-Price Band DS-3/1st-6th Quarters				
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs	Applicable Quarter (Quarter in which discounted pricing applies)
Fixed Mileage [0 or 1]	1	\$286.11	1L5XX /1A5LX	1 st Quarter
Variable Mileage	1	\$71.15	1L5XX /1A5LX	1 st Quarter
Fixed Mileage [0 or 1]	1	\$218.79	1L5XX /1A5LX	2 nd Quarter
Variable Mileage	1	\$67.20	1L5XX /1A5LX	2 nd Quarter
Fixed Mileage [0 or 1]	1	\$218.79	1L5XX /1A5LX	3 rd Quarter
Variable Mileage	1	\$67.20	1L5XX /1A5LX	3 rd Quarter
Fixed Mileage [0 or 1]	1	\$151.47	1L5XX /1A5LX	4 th Quarter
Variable Mileage	1	\$63.25	1L5XX /1A5LX	4 th Quarter
Fixed Mileage [0 or 1]	1	\$84.15	1L5XX /1A5LX	5 th Quarter
Variable Mileage	1	\$59.30	1L5XX /1A5LX	5 th Quarter
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX /1A5LX	6 th Quarter and thereafter during the Term
Variable Mileage	1	\$55.34	1L5XX /1A5LX	6 th Quarter and thereafter during the Term

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Example using Table 2, Existing FMS DS-1 / 1st-6th Quarters:

For an installed DS-1 circuit that has fixed mileage of 1 and variable mileage of 10, the fixed mileage will be billed at \$.77 times 24 DS-0 equivalent channels (.77 X 24 = \$18.48 total fixed mileage charge) and the variable mileage will be billed at \$.39 times 24 DS-0 equivalent channels times 10 variable miles (\$.39 X 24 X 10 variable miles = \$93.60 total variable mile charge) for USOC 1A59S during the 1st Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$.59 times 24 DS-0 equivalent channels (.59 X 24 = \$14.16 total fixed mileage charge) and the variable mileage will be billed at \$.37 times 24 DS-0 equivalent channels times 10 variable miles (\$.37 X 24 x 10 variable miles = \$88.80 total variable mile charge) for USOC 1A59S during the 2nd and 3rd Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$.41 times 24 DS-0 equivalent channels (.41 X 24 = \$9.84 total fixed mileage charge) and the variable mileage will be billed at \$.34 times 24 DS-0 equivalent channels times 10 variable miles (\$.34 X 24 X 10 variable miles = \$81.60 total variable mile charge) for USOC 1A59S during the 4th Quarter of this Agreement.

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$.23 times 24 DS-0 equivalent channels (.23 X 24 = \$5.52 total fixed mileage charge) and the variable mileage will be billed at \$.32 times 24 DS-0 equivalent channels times 10 variable miles (\$.32 X 24 X 10 variable miles = \$76.80 total variable mile charge) for USOC 1A59S during the 5th Quarter of this Agreement.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

For the DS-1 circuit as aforementioned, the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$.30 times 24 DS-0 equivalent channels times 10 variable miles ($$.30 \times 24 \times 10$ variable miles = \$72.00 total variable mile charge) for USOC 1A59S during the 6th Quarter and for each Quarter thereafter during the Term of this Agreement.

Example using Table 2, Existing FMS DS-3 / 1st – 6th Quarters:

For an installed DS-3 circuit that has fixed mileage of 1 and variable mileage of 10, the fixed mileage will be billed at \$.56 times 672 DS-0 equivalent channels ($.56 \times 672 = \$376.32$ total fixed mileage charge) and the variable mileage will be billed at \$.14 times 672 DS-0 equivalent channels times 10 variable miles ($$.14 \times 672 \times 10$ variable miles = \$940.80 total variable mile charge) for USOC 1A89S during the 1st Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$.43 times 672 DS-0 equivalent channels ($.43 \times 672 = \$288.96$ total fixed mileage charge) and the variable mileage will be billed at \$.13 times 672 DS-0 equivalent channels times 10 variable miles ($$.13 \times 672 \times 10$ variable miles = \$873.60 total variable mile charge) for USOC 1A89S during the 2nd and 3rd Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$.30 times 672 DS-0 equivalent channels ($.30 \times 672 = 201.60$ total fixed mileage charge) and the variable mileage will be billed at \$.12 times 672 DS-0 equivalent channels times 10 variable miles ($$.12 \times 672 \times 10$ variable miles = \$806.40 total variable mile charge) for USOC 1A89S during the 4th Quarter of this Agreement.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Example using Table 2, Existing FMS DS-3 / 1st – 6th Quarters: (Cont'd)

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$.16 times 672 DS-0 equivalent channels (.16 X 672 = \$107.52 total fixed mileage charge) and the variable mileage will be billed at \$.11 times 672 DS-0 equivalent channels times 10 variable miles (\$.11 X 672 X 10 variable miles = \$739.20 total variable mile charge) for USOC 1A89S during the 5th Quarter of this Agreement.

For the DS-3 circuit as aforementioned, the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$.10 times 672 DS-0 equivalent channels times 10 variable miles (\$.10 X 672 X 10 variable miles = \$672.00 total variable mile charge) for USOC 1A89S during the 6th Quarter and for each Quarter thereafter during the Term of this Agreement.

Table 2 – Pricing for DS-1 and DS-3 Circuits ordered prior to the Effective Date under an FMS plan under FCC No. 1 (FMS circuits)(pricing includes application of FMS rates)

(N)

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Existing FMS DS-1 / 1 st – 6 th Quarters				
Rate Element	USOC Quantity (DS-0 Equivalent Channel)	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs	Applicable Quarter (Quarter in which discounted pricing applies)
Fixed Mileage [0 or 1]	24	\$0.77	1A59S	1 st Quarter
Variable Mileage	24	\$0.39	1A59S	1 st Quarter
Fixed Mileage [0 or 1]	24	\$0.59	1A59S	2 nd Quarter
Variable Mileage	24	\$0.37	1A59S	2 nd Quarter
Fixed Mileage [0 or 1]	24	\$0.59	1A59S	3 rd Quarter
Variable Mileage	24	\$0.37	1A59S	3 rd Quarter
Fixed Mileage [0 or 1]	24	\$0.41	1A59S	4 th Quarter
Variable Mileage	24	\$0.34	1A59S	4 th Quarter
Fixed Mileage [0 or 1]	24	\$0.23	1A59S	5 th Quarter
Variable Mileage	24	\$0.32	1A59S	5 th Quarter
Fixed Mileage [0 or 1]	24	\$0.00	1A59S	6 th Quarter and thereafter during the Term
Variable Mileage	24	\$0.30	1A59S	6 th Quarter and thereafter during the Term

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to the Effective Date (Cont'd)

Existing FMS DS-3 / 1 st – 6 th Quarters				
Rate Element	USOC Quantity (DS-0 Equivalent Channel)	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOC	Applicable Quarter (Quarter in which discounted pricing applies)
Fixed Mileage [0 or 1]	672	\$0.56	1A89S	1 st Quarter
Variable Mileage	672	\$0.14	1A89S	1 st Quarter
Fixed Mileage [0 or 1]	672	\$0.43	1A89S	2 nd Quarter
Variable Mileage	672	\$0.13	1A89S	2 nd Quarter
Fixed Mileage [0 or 1]	672	\$0.43	1A89S	3 rd Quarter
Variable Mileage	672	\$0.13	1A89S	3 rd Quarter
Fixed Mileage [0 or 1]	672	\$0.30	1A89S	4 th Quarter
Variable Mileage	672	\$0.12	1A89S	4 th Quarter
Fixed Mileage [0 or 1]	672	\$0.16	1A89S	5 th Quarter
Variable Mileage	672	\$0.11	1A89S	5 th Quarter
Fixed Mileage [0 or 1]	672	\$0.00	1A89S	6 th Quarter and thereafter during the Term
Variable Mileage	672	\$0.10	1A89S	6 th Quarter and thereafter during the Term

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

H. Pricing and Credits for Services Ordered After the Effective Date:

(1) Pricing for DS-1 Services Ordered After the Effective Date:

Customer shall be billed under the Applicable Quarter tier of 6th Quarter and thereafter during the Term rates stated herein for DS-1 Services ordered after the Effective Date as listed in Table 1 and Table 2 above (subject to payment of any Shortfall Penalty (if any) as described above).

(2) Pricing for DS-3 Services Ordered After the Effective Date:

In addition to, and separate and distinct from the monthly credits described elsewhere, The Telephone Company shall provide Customer and its affiliates with flat rate pricing for DS-3 services as set forth below for new DS-3 orders placed on or after the Effective Date for services in the The Telephone Company Tier 1 and Tier 2 SWC Cities listed below. Such flat rate pricing shall remain in effect for the Term. Upon completion of the Term, Customer (or its affiliate) shall be entitled to enroll such DS-3 services in any then-available term discount or other discount plan under any applicable Telephone Company tariff.

Pricing for new DS-3 orders on and after the Effective Date

The POP to LSO multiplexed DS-3 access circuits with (zero) 0 miles will have no monthly recurring charges.

Meet point circuits to independent carriers shall incur charges based on the DS3 Price Schedule as described herein. The V&H coordinates and closest SWC of the Meet Point will determine the DS3 cost.

(N)

(TR 28)

Issued: December 28, 2011Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

The extended hub multiplexed DS-3 access circuits, with mileage, will be billed the \$1,500.00 POP-LSO rate listed below. The circuits riding the extended hub multiplexed DS3 access circuits will be assessed mileage from the multiplexer location of the DS-3 to the Serving Wire Center ("SWC") of the end-user customer. DS-0 circuits will also be assessed mileage at the current tariff rate for fixed and variable mileage along with channel termination minus any applicable discounts from the multiplexer location of the DS-1 to the SWC of the end-user customer. DS-1 circuits will be assessed mileage at the fixed and variable mileage rates under the Applicable Quarter tier of 6th Quarter and thereafter during the Term stated herein for DS-1 Services ordered after the Effective Date as listed in Table 1 and Table 2 above along with channel termination from the multiplexer location of the DS-3 to the SWC of the end-user customer.

Orders of DS-3 Service	Monthly Recurring Charge*	USOC
Pricing		
POP – LSO (zero mile)	\$0	
POP-LSO:	\$ 1,500.00	TBD
**POP-End User ("EU") Tier 1 SWC [0-9 Miles]:	\$ 1,639.00	TBD
**POP-EU Tier 1 SWC [>9 Miles]:	\$ 3,139.00	TBD
**POP-EU Tier 2 SWC [0-9 Miles]:	\$ 3,139.00	TBD
**POP-EU Tier 2 SWC [>9 Miles]:	\$ 5,139.00	TBD

*All POP-End User services include the Tariff MRC of \$1,122.64 for End User Channel Termination.

** Listing of Tier 1 and Tier 2 SWC cities are as follows:

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Maine

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	AGSTMEST	2	CLTNMEML	1	FRPTMECU
2	ASLDMEMA	1	CMDNMEEL	1	FRTNMEHI
1	BATHMEHI	1	CMLDMEMA	2	FTFRMEFH
2	BCPTMECE	2	CRNSMEMA	2	GDISMEMO
1	BDFRMEJE	2	CRNTMEMA	1	GDMLMEDH
1	BLFSMEWA	2	CTLRMEYA	1	GNVLMewe
2	BLGRMEMA	2	DEISMEYA	1	GRHMMECH
2	BLHLMPL	2	DNFTMECA	1	GRNRMEBR
1	BNGRMEPA	2	DOVRNHTH	1	GRTWMEYA
2	BNHMMEME	2	DRHRMEWE	2	GUFDMEHI
1	BREWMECH	1	DVFXMEMA	2	HERMMEBI
2	BRFRMEYA	2	DXFDMEKI	1	HLTNMECO
1	BRHRMEMD	1	DXTRMEMA	2	HRSNMEYA
2	BRTNMEFI	2	EDTNMEEE	1	HRWLMEYA
1	BRWKMEEV	1	ELWOMEMA	2	JCMNMEMA
2	BTHRMEEA	2	EMLNMEBI	2	JNPTMEMT
2	BWHMMEMA	2	ESPTMEST	1	KNBNMEGR
2	BWVLMGBP	2	ESTNMEMA	1	KNPTMESC
1	CALSMECH	2	FCVLMESA	2	LMRCMEBS
1	CARBMEHI	2	FKLNMEMA	2	LMSTMEMA
2	CASTMECO	1	FLMOMEDE	2	LMSTMAYA
2	CLMAMEEP	1	FRFDMELA	2	LNCLMEWB

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Maine (Cont'd)

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	LSFLMEAD	1	NWPTMEMA	1	SBWKMEJE
1	LSTNMEAS	2	NWSWMEWE	1	SCBOMEBP
2	LTTNMEYA	2	OKLDMEWG	2	SCHNMEXA
2	LUBCMEMA	1	OLTWMEBC	2	SDWKMEYA
2	LVFLMEUN	1	OOBHMEPO	2	SGTNMEYA
2	MCFLMEPL	1	ORONMEFO	1	SKWHMENO
1	MCHSMECB	2	ORTNMECO	2	SLLVMEYA
2	MDSNMEMA	2	OXFRMEHI	2	SMRSNHHI
2	MDWSMEMA	2	PHBGMESE	1	SNFRMECH
2	MILOMEEL	1	PKISMEIS	1	SPLDMEES
2	MLBRMEYA	2	PMBRMEYA	2	SRPTMEPR
1	MLNCMEPE	1	PRISMESE	2	SWHRMEMA
2	MLTNNHSI	2	PRTNMEMC	2	THFRMEBJ
2	MNSNMEBL	2	PTFDMEEA	2	THMTMEGL
2	MONRMEBE	1	PTLDMEFO	2	TNHRMEHS
2	MRHLMEYO	1	PTLDMEFO	2	VNBRMESJ
2	MTMLNHWE	1	PWNLMEEL	2	VNHNMENH
2	NBRWMEWE	2	RCMDMESO	2	WDLDMEOH
1	NDRGMEAU	2	RDFDMEWI	2	WLBOMEMA
2	NHRBMENH	2	RKLDMELI	1	WLLSMEYA
2	NHVNMENH	2	RKWDMEYA	2	WLTOMERC
1	NRWFMECM	1	RMFRMEHE	1	WNHMMEGR
1	NRWYMEFA	2	RNGLMEPL	2	WNHRMENE
2	NSFRMESP	2	ROCHNHWE	2	WNPTMEOA
		2	SBTSMEMP	1	WSBKMEAS

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Maine (Cont'd)

TIER	SWITCH:
2	WSBNMEMA
2	WSCSMEWA
1	WTVLMEAP
1	YORKMELS
1	YRMOMESO
2	BRKSMEXA
2	CASCMEXA
2	DNMKMEXA
2	EGLKMEXA
2	HHHIMEHI
2	LVLLMEXA
2	MORLMEXA
2	NFBGMEXA
2	NLVLMEXA
2	PATNMEXA
2	PLRMMEXA
2	RLKDMELI
1	RYMNMEXA
1	SEBGMEXA
2	WASHMEXA
1	WTBNMEXA

(N)

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

New Hampshire

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	ALSTNHLI	2	CNWYNHYA	1	HNCCNHSC
2	AMSBMAPL	2	DBLNNHMO	1	HNDLNHMA
2	ASLDNHHI	2	DNBRNHDB	2	HNVRNHSC
1	ATSNNHMA	1	DOVRNHTH	2	HRVLNHMA
2	BARNVTCH	1	DRFDNHCC	2	JCSNNHTH
1	BDFRNHAM	1	DRHMNHMC	1	JFRYNHRI
2	BHLHNHCR	1	DRRYNHEB	2	JFSNNHYA
2	BLFLVTHE	2	ENFDNHNM	1	KEENNHWA
2	BLMTNHMA	1	EPNGNHMA	1	KGTNNHBA
1	BNTONHPR	1	EPSMNHBB	1	LACNNHNM
2	BRFRVTPG	2	ERRLNHYA	1	LBNNNHBA
1	BRLNNHHE	1	EXTRNHCE	2	LBNNNHMS
2	BRSTNHSP	2	FARLVTML	2	LNCSNHHI
2	BRTLNHGE	1	FKLNNHFR	2	LSBNNHMA
1	CANDNHDE	2	FRNCNHWH	1	LTTNNHPL
1	CANNNHYA	1	FRTNNHMG	2	LYMENHYA
1	CHTWNHBR	2	FTZWNHUT	2	MDSNNHYA
2	CLBKNHMA	1	GFTWNHWH	2	MILNNHPL
1	CLMTNHBR	2	GLDLNHAB	2	MLBONHYA
2	CMTNNHOW	1	GNFDNHMA	1	MLFRNHSH
1	CNCRNHSH	1	GNVLNHAD	2	MLTNNHSH
2	CNHRNHPL	2	GRHMNHHL	1	MNCHNHCO
2	CNOSNHFO	2	GVTNNHST	2	MRBONHYA
2	CNSWNHSL	1	HMPNNHWI	1	MRDTNHWA
1	CNTRNHSH	1	HMPNNHMA	1	MRLWNHYA

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

New Hampshire

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	MRMCNHYA	1	ROCHNHWE	2	WRRNNHMA
2	MTMLNHWE	1	RYBHNHCE	2	WSTWNHBS
1	NASHNHGR	1	RYMNNHFL	2	WVYNHMR
1	NASHNHWP	1	SALMNHNB		
1	NBTNNHHP	1	SBRKNHNR		
1	NCWYNHKE	2	SBVLNHCS		
2	NHHLNHDM	2	SLLVNHYA		
2	NSFRNHMA	2	SMRSNHHI		
1	NWDSNHMA	1	SNCKNHPA		
1	NWMRNHGE	2	SPFRNHMS		
1	NWODNHYA	1	SUNPNHMC		
1	NWPTNHMA	2	TLTNNHPR		
2	PIKENHPI	2	TMWONHWH		
1	PLHMNHBR	2	TROYNHPR		
1	PLMONHLH	2	TWMTNHYA		
1	PLSTNHMA	2	WDVLNHJL		
1	PNCKNHCH	2	WERSNHST		
2	PSBGNHMA	2	WHFDNHPL		
1	PTFDNHBR	1	WLBNHGS		
1	PTMONHIS	2	WLPLNHWP		
1	PTRBNHCO	2	WMLDNHWE		
2	RMNYNHSL	2	WNCHNHMI		
1	RNDGNHCE	2	WNDSVTPI		

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

(N)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Vermont

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
2	ARTNVTSC	2	GNBOVTGB	2	PRCTVTPI
2	BARNVTCH	2	GVTNNHST	2	PTFDVTMA
1	BARRVTEL	2	HNVRNHSC	2	PTFRVTYA
2	BARTVTEL	1	HRWKVTPK	1	PTNYVTCH
2	BETHVTMA	2	ISPNVTAL	2	PWNLVTBE
1	BGTNVTPL	1	JAMCVTMA	2	RCFRVTIN
1	BLFLVTHE	2	JCVLVTSC	2	RDBOVTTU
1	BRBOVTMA	1	JFVLVTVA	2	RDNGVTMI
1	BRFDVTBC	1	JHSNVTRA	2	RNDHVTPL
2	BRFRVTPG	2	LNBGVTEC	2	ROCHVTSP
2	BRNDVTCA	2	LNCSNHHI	2	RPRTVTGR
1	BURLVTMA	2	LYMENHYA	1	RTLDVTWE
2	CHLSVTMA	2	LYVLVTCE	1	SHLBVTPH
2	CLBKHNMA	1	MDLBVTCC	2	SLBRVTBA
2	CNCRVTMA	1	MLTNVTEL	2	SLNDVTYA
2	CSTNVTSO	1	MNCHVTSC	2	SRTNVTAR
2	DAVLVTYA	2	MGRNVTTT	2	SRYLVTYA
2	DRBYVTMA	2	MRVLVTUN	2	SSFRVTYA
2	DRSTVTYA	1	MTPLVTSC	1	STALVTBA
1	EFFDVTMA	2	NSFRNHMA	1	STBYVTSM
2	ENFLVTMA	2	NWBYVTPC	1	STOWVTHI
1	ESJVTCLI	2	NWFNVTYA	2	SWTNVTYO
2	FARLVTML	2	NWPTVTSE	2	TNBRVTYA
1	FRFXVTMA	2	ORLNVTIR	2	TROYVTYA
2	FRHNVTMA	2	PLFDVTYA	1	UNHLVTUC
1	GDISVTYA	2	PLTNVTBE	1	VRGSVTMO

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.28 Contract Tariff Option 51 (Cont'd)

H. Pricing and Credits for Services Ordered After the Effective Date: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Vermont

TIER	SWITCH:
2	WBURVTYA
1	WDSTVTGO
2	WLMGVTDA
2	WLPLNHWP
2	WLTWVTLA
2	WNDSVTPI
1	WNSKVTWA
2	WRBOVTYA
1	WRJTVTGA
2	WRTLVTBA
2	WSTWNHBS
1	WTRBVTSW
2	GRTNVTXA
2	MRFDVTXA
2	PCHMVTXA

(N)

(N)

(TR 28)

Issued: December 28, 2011

Effective: January 1, 2012

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202