

**CHECK SHEET**

Title Page and Original Pages 0-1 to 0-53; 1-1; 2-0 to 2-138; 3-0 to 3-24; 4-0 to 4-14; 5-0 to 5-40; 6-0 to 6-455; 7-0 to 7-798; 8-1 to 8-457; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-42; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-104; 16-0 to 16-185; 17-0 to 17-472; 18-0 to 18-3; 19-0 to 19-5, 20-0 to 20-28; 21-1 to 21-48; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-18 inclusive of this Tariff are effective as of November 11, 2003. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
Title	Original	0-1.23	38th	0-8	Original
0-1	209th *	0-1.24	12th	0-9	Original
0-1.1	34th	0-1.25	15th	0-10	Original
0-1.2	27th	0-1.26	26th	0-11	Original
0-1.3	27th	0-1.27	22nd	0-12	Original
0-1.4	17th	0-1.28	8th	0-13	2nd
0-1.5	3rd	0-1.29	14th	0-14	1st
0-1.6	3rd	0-1.30	8th	0-15	6th
0-1.7	6th	0-1.31	3rd	0-15.1	Original
0-1.8	8th	0-1.32	6th	0-16	2nd
0-1.9	12th	0-1.33	7th	0-16.1	4th
0-1.10	14th	0-1.34	7th	0-17	4th
0-1.11	9th	0-1.35	7th	0-18	Original
0-1.12	19th	0-1.36	10th	0-19	Original
0-1.13	7th	0-1.37	4th	0-20	Original
0-1.14	17th	0-1.38	4th	0-21	Original
0-1.15	8th	0-1.39	29th	0-22	Original
0-1.16	17th	0-1.40	7th *	0-23	Original
0-1.17	12th	0-2	1st	0-24	2nd
0-1.18	18th	0-3	1st	0-25	1st
0-1.19	54th	0-4	Original	0-26	5th
0-1.20	20th	0-5	3rd	0-27	1st
0-1.21	8th	0-6	Original	0-28	Original
0-1.22	8th	0-7	Original	0-29	1st

\* New or Revised Page.

(Filed under Transmittal No. 232.)

Issued: February 15, 2005

Effective: February 16, 2005

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<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
24-13	Original	24-46	Original		
24-14	1st	24-47	Original		
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24-16	Original	24-49	Original		
24-17	2nd	24-50	Original		
24-18	2nd	24-51	Original		
24-19	Original	24-52	Original		
24-20	Original	24-53	Original		
24-21	Original	24-54	Original		
24-22	Original	24-55	Original		
24-23	Original	24-56	Original		
24-24	Original	24-57	Original		
24-25	Original	24-58	Original		
24-26	Original	24-59	Original		
24-27	Original	24-60	Original		
24-28	Original	24-61	Original		
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24-30	Original	24-63	Original		
24-31	Original	24-64	Original		
24-32	Original	24-65	1st		
24-33	Original	24-66	Original		
24-34	1st	24-67	Original		
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24-38	Original	24-71	Original		
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24-41	Original	24-74	Original *		
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(Filed under Transmittal No. 232.)

Issued: February 15, 2005

Effective: February 16, 2005

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 05-006**

(N)

DESCRIPTION: Contract for One DS3 and 18 DS1 Circuits

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

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff is for one DS3 and 18 DS1 Circuits, purchased under a 60-month term plan at rates set forth below. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes. The nonrecurring charges will be waived when eligibility is met.

Total Monthly Rate for One DS3 and 18 DS1 Circuits:

- Monthly Recurring Rates \$4,143.68

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

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

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

(N)

**24. CONTRACT TARIFFS**

**24.3 CONTRACT NO. 05-007**

(N)

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

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

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

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

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

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

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

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

(N)

(Filed under Transmittal No. 232.)

Issued: February 15, 2005

Effective: February 16, 2005

**24. CONTRACT TARIFFS**

**24.4 CONTRACT NO. 05-008**

(N)

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

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

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

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

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

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

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

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

(N)

(Filed under Transmittal No. 232.)

Issued: February 15, 2005

Effective: February 16, 2005

**24. CONTRACT TARIFFS**

**24.5 CONTRACT NO. 05-009**

(N)

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

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

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

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

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

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

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

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

(N)

(Filed under Transmittal No. 232.)

Issued: February 15, 2005

Effective: February 16, 2005

**24. CONTRACT TARIFFS**

**24.6 CONTRACT NO. 05-010**

(N)

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

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

CONTRACT EFFECTIVE DATE: February 16, 2005

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

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

Exception: SHNS Ports that were not aforementioned will be billed on a monthly basis and not available under the SHNS Revenue Plan. As a result, these rate elements will be billed at the recurring port rates in effect at the time the port is installed as set forth in Section 17, preceding.

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

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

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

(N)