

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.

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
Title	Original	0-1.23	40th	0-8	Original
0-1	235th *	0-1.24	12th	0-9	Original
0-1.1	37th	0-1.25	18th	0-10	Original
0-1.2	27th	0-1.26	27th	0-11	1st
0-1.3	30th	0-1.27	25th	0-12	Original
0-1.4	19th	0-1.28	9th	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	7th	0-1.31	3rd	0-15.1	Original
0-1.8	8th	0-1.32	7th	0-16	2nd
0-1.9	14th	0-1.33	8th	0-16.1	4th
0-1.10	14th	0-1.34	8th	0-17	5th
0-1.11	11th	0-1.35	7th	0-18	Original
0-1.12	20th	0-1.36	11th	0-19	Original
0-1.13	8th	0-1.37	5th	0-20	Original
0-1.14	18th	0-1.38	6th	0-21	Original
0-1.15	9th	0-1.39	32nd	0-22	Original
0-1.16	18th	0-1.40	20th *	0-23	Original
0-1.17	12th	0-2	1st	0-24	2nd
0-1.18	21st	0-3	1st	0-25	1st
0-1.19	56th	0-4	Original	0-26	5th
0-1.20	27th	0-5	4th	0-27	1st
0-1.21	9th	0-6	Original	0-28	Original
0-1.22	9th	0-7	Original	0-29	1st

* New or Revised Page.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

CHECK SHEET (Cont'd)

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
24-13	Original	24-48	Original	24-84	1st
24-14	1st	24-49	Original	24-85	Original
24-15	Original	24-50	Original	24-86	Original
24-16	Original	24-51	Original	24-87	Original
24-17	2nd	24-52	Original	24-88	Original
24-18	2nd	24-53	Original	24-89	Original
24-19	Original	24-54	Original	24-90	Original
24-20	Original	24-55	Original	24-91	Original
24-21	Original	24-56	Original	24-92	Original
24-22	Original	24-57	Original	24-93	1st
24-23	Original	24-58	Original	24-94	Original
24-24	Original	24-59	Original	24-95	Original
24-25	Original	24-60	Original	24-96	Original
24-26	Original	24-61	Original	24-97	Original
24-27	Original	24-62	Original	24-98	Original
24-28	Original	24-63	Original	24-99	Original
24-29	Original	24-64	Original	24-100	Original
24-30	Original	24-65	1st	24-101	Original
24-31	Original	24-66	Original	24-102	1st
24-32	Original	24-67	Original	24-103	Original
24-33	Original	24-68	Original	24-104	Original
24-34	1st	24-69	1st	24-105	Original
24-34.1	Original	24-69.1	Original	24-106	Original
24-35	Original	24-70	Original	24-107	Original
24-36	Original	24-71	Original	24-108	Original
24-37	Original	24-72	1st	24-109	Original
24-38	Original	24-73	1st	24-110	Original
24-39	1st *	24-74	2nd	24-111	Original
24-40	1st *	24-75	1st	24-112	Original
24-40.1	Original *	24-76	1st	24-113	Original
24-41	Original	24-77	2nd	24-114	Original *
24-42	Original	24-78	1st	24-115	Original *
24-43	2nd	24-79	1st		
24-44	Original	24-80	1st		
24-45	Original	24-81	Original		
24-46	Original	24-82	1st		
24-47	Original	24-83	1st		

* New or Revised Page.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015

DESCRIPTION: Contract for one GeoMax System and two Self-Healing Network Service (SHNS) Systems

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005 (C)
(C)

CONTRACT EFFECTIVE DATE: August 28, 2004

CONTRACT EXPIRATION DATE: 72-Months (C)

AVAILABLE MSAS: Phase I and Phase II, as defined in Section 23

This contract tariff is for one GeoMax System and two Self-Healing Network Service (SHNS) Systems purchased under a 72-month term plan at the 36-month Pricing Plan Rates in effect on August 28, 2004. A 42% discount will be applied to the 36-months rates for GeoMax and a 33% discount will be applied to the 36-months rates for SHNS, nonrecurring charges will not receive the discount. Monthly rates for the entire 72-months will be frozen from Company-initiated rate changes, at the rates in effect as of August 28, 2004. (C)
(C)

For any new Nodes and/or Ports added after August 28, 2009, the customer will be billed as follows: 2.5 times the normal rates being paid in this contract (Example: (tariff rate – (tariff rate x 42%)) x 2.5 = rate for the new circuit added after August 28, 2009). In the event the customer should choose to sign a new 3 year term on circuits ordered after August 28, 2009, the customer shall pay the rate outlined in the contract (42% discount from the 36-month rates in effect on the date of the new contract). (N)
|
(N)

Exception: SHNS Port rate elements are billed on a monthly basis and not available under a rate plan. As a result, a 33% discount will be applied to the recurring port rates in effect at the time the port is ordered nonrecurring charges will not receive the discount.

(M) Certain material previously on this page can now be found on Page 24-40.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015 (CONT'D)

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

- Service must be in the following Washington State MSA Wire Centers: Seattle – Main, STTLWA06; Bellevue - Sherwood, BLLVWASH; Bellevue - Glencourt, BLLVWAGL, Seattle – Cherry, STTLWACH and Seattle – Elliott, STTLWAEL. (C)
(C)
- Must be the renewal of an existing GeoMax and an existing SHNS Systems and one new SHNS System
- GeoMax System configuration must consist of 5 Premise Nodes, 1 Central Office Node and 6 additional selves (C)

Terms and Conditions for Renewal:

- Moves or additions to the systems contemplate the use of existing facilities. There may be occasions when SHNS or GeoMax are not available due to facilities limitations. If Special Construction is necessary, the regulations as set forth in Tariff F.C.C. No. 2 apply. (M)
- On or before the expiration of the initial 72-month term or August 28, 2010, the customer may extend this contract for an additional 12-month period. A 45% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 36% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing. (C)
- The customer may extend this contract for a second additional 12-month period. A 47% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 38% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing.

(M) Certain material on this page formerly appeared on Page 24-39.

(M) Certain material previously found on this page can now be found on Page 24-40.1.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-015

Terms and Conditions for Renewal:(Cont'd)

- The customer may extend this contract for a third additional 12-month period. A 52% discount will be applied to the 36-months rates in effect on August 28, 2004 for GeoMax and a 43% discount will be applied to the 36-months rates in effect on August 28, 2004 for SHNS. The renewal request must be in writing. (M)
- Exception: SHNS Port rate elements will be discounted at the same percent as the SHNS System per 12 month extension period and the discount will be applied to the recurring port rates in effect at the time the port is ordered.
- At the end of the third extension, the recurring rates will revert to the current month-to-month rates or the customer may subscribe to a new contract agreement at the current rates. (M)

Termination Liability for circuits and nodes in existence prior to November 24, 2005 and terminated prior to August 28, 2010 shall apply as follows: 100% of the monthly recurring charges shall apply in year one, 70% in years two and three and 0% in years four and five. Termination Liability for circuits and nodes that are installed on or after November 24, 2005 and terminate prior to August 28, 2010 shall apply as follows: 100% of the monthly recurring charges shall apply in year one, 70% in years two and three and 30% in years four and five. (C-M)

(M) Certain material on this page formerly appeared on Page 24-40.

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-041

(N)

DESCRIPTION: Contract for a New Synchronous Service Transport (SST) OC3 Circuit

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for a new Synchronous Service Transport (SST) OC3 Circuit, purchased on a 36-month Pricing Plan. The Central Office (CO) Node and Central Office Connecting Channel (COCC) will be billed at the discounted monthly recurring rate set forth below. All other rate elements will be billed at the 36-month recurring rates and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under Pricing Plan Rates. 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 Sections 7 and 17, preceding.

Discounted Recurring Rates for the SST OC3 CO Nodes and COCCs:

- Monthly Recurring Rates \$4,000.00

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

- SST OC3 must be located in the Omaha, Nebraska MSAs
- The customer must have all fiber facilities in place with no equipment in the field and require no equipment build out

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

(N)

(Filed under Transmittal No. 258.)

Issued: November 23, 2005

Effective: November 24, 2005

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 05-042

(N)

DESCRIPTION: Contract for a New GeoMax Service

CONTRACT AVAILABILITY: Effective from November 24, 2005 through December 24, 2005.

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for a new GeoMax Service, purchased on a 36-month Pricing Plan. The Premise Node will be billed at a discounted monthly recurring rate and the Gigabit Ethernet Unprotected Port will be billed at the 36-month recurring rates. All recurring rates will be billed at the rates set forth below and all nonrecurring charges will be billed at the 36-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

Recurring Rates for the GeoMax Service:

- Monthly Recurring Rates \$11,920.00

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

- GeoMax Service must be located in the Minneapolis – St. Paul, Minnesota MSA: Minneapolis (MPLSMNDT)
- Facilities must be available

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

(N)