

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	0-1.24	13th	0-8	Original
0-1	246th *	0-1.25	19th	0-9	Original
0-1.1	39th	0-1.26	28th	0-10	Original
0-1.2	30th	0-1.27	28th	0-11	1st
0-1.3	31st	0-1.28	10th	0-12	Original
0-1.4	20th	0-1.29	15th	0-13	2nd
0-1.5	4th	0-1.30	9th	0-14	2nd
0-1.6	4th	0-1.31	4th	0-15	6th
0-1.7	8th	0-1.32	8th	0-15.1	1st
0-1.8	9th	0-1.33	9th	0-16	3rd
0-1.9	16th	0-1.34	10th	0-16.1	5th
0-1.10	16th	0-1.35	9th	0-17	5th
0-1.11	12th	0-1.36	13th	0-18	Original
0-1.12	21st	0-1.37	6th	0-19	Original
0-1.13	10th	0-1.38	7th	0-20	Original
0-1.14	19th	0-1.39	33rd	0-21	Original
0-1.15	10th	0-1.40	22nd	0-22	Original
0-1.16	20th	0-1.41	2nd *	0-23	Original
0-1.17	15th	0-1.42	4th *	0-24	2nd
0-1.18	22nd	0-2	1st	0-25	1st
0-1.19	57th	0-3	1st	0-26	5th
0-1.20	29th	0-4	Original	0-27	1st
0-1.21	10th	0-5	5th	0-28	Original
0-1.22	10th	0-6	Original	0-29	1st
0-1.23	41st	0-7	Original		

* New or Revised Page.

(Filed under Transmittal No. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

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PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
23-9	Original	24-12	Original	24-42	Original
23-10	1st	24-13	Original	24-43	2nd
23-11	Original	24-14	1st	24-44	Original
23-12	Original	24-15	Original	24-45	Original
23-13	Original	24-16	Original	24-46	Original
23-14	Original	24-17	2nd	24-47	Original
23-15	Original	24-18	2nd	24-48	Original
23-16	Original	24-19	Original	24-49	Original
23-17	Original	24-20	Original	24-50	Original
23-18	Original	24-21	Original	24-51	Original
23-19	Original	24-22	Original	24-52	Original
23-20	Original	24-23	Original	24-53	Original
23-21	Original	24-24	Original	24-54	Original
23-22	Original	24-25	Original	24-55	Original
23-23	Original	24-26	Original	24-56	Original
23-24	Original	24-27	Original	24-57	Original
23-25	Original	24-28	Original	24-58	Original
23-26	Original	24-29	Original	24-59	Original
23-27	Original	24-30	Original	24-60	Original
23-28	Original	24-31	Original	24-61	Original
24-0	1st	24-32	Original	24-62	Original
24-1	1st	24-33	Original	24-63	Original
24-2	Original	24-34	1st	24-64	Original
24-3	1st	24-34.1	1st *	24-65	1st
24-4	1st	24-35	Original	24-66	Original
24-5	1st	24-36	Original	24-67	Original
24-6	2nd	24-37	Original	24-68	Original
24-7	2nd	24-38	Original	24-69	1st
24-8	Original	24-39	1st	24-69.1	Original
24-9	Original	24-40	1st	24-70	Original
24-10	Original	24-40.1	Original	24-71	Original
24-11	Original	24-41	Original	24-72	1st

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(Filed under Transmittal No. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

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PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
24-73	1st	24-98	Original	24-124	1st*
24-74	2nd	24-99	Original	24-125	Original
24-75	1st	24-100	Original	24-126	Original
24-76	1st	24-101	Original	24-127	Original
24-77	2nd	24-102	1st	24-128	Original
24-78	1st	24-103	Original	24-129	Original
24-79	1st	24-104	Original	24-130	Original
24-80	1st	24-105	Original	24-131	Original
24-81	Original	24-106	Original	24-132	Original
24-82	1st	24-107	Original	24-133	1st
24-83	1st	24-108	Original	24-134	1st
24-84	1st	24-109	Original	24-135	1st
24-85	Original	24-110	Original	24-136	1st
24-86	Original	24-111	Original	24-137	1st
24-87	Original	24-112	Original	24-138	1st
24-88	Original	24-113	Original	24-139	1st
24-89	Original	24-114	Original	24-140	1st
24-90	Original	24-115	Original	24-141	1st
24-91	Original	24-116	Original	24-142	1st
24-92	Original	24-117	Original	24-143	1st
24-93	1st	24-118	Original	24-144	1st
24-94	Original	24-119	Original	24-145	1st
24-95	Original	24-120	Original	24-146	Original
24-96	Original	24-121	Original	24-147	Original *
24-97	Original	24-123	1st *	24-148	Original *
24-122	1st				

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(Filed under Transmittal No. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 04-011 (Cont'd)

2ND AMENDMENT TO THIS CONTRACT TARIFF

AMENDMENT
EFFECTIVE DATE: June 11, 2005

AMENDMENT
AVAILABILITY: Effective from February 17, 2006 through
March 18, 2006.

(N)
|
(N)

This Contract Tariff Amendment is for one new GeoMax System purchased under the original contract tariff. The Amendment provides for a 36-month Term Plan at rates set forth below. Monthly rates for the entire 36-months will be frozen from Company-initiated rate changes.

A subsequent amendment to this GeoMax System adds an OC48 unprotected Port and a NAC both purchased co-terminus with the 36-month contract in progress.

(N)
|
(N)

Rates for the one GeoMax System:

- Monthly Recurring Rates \$44,776.34 (I)
- Nonrecurring Charge 9,250.00 (I)
- Special Construction Charges 30,065.00

The Minimum Service Period (MSP) for this service is 36 months. Therefore if the customer terminates service or any component thereof prior to the end of the 36 months, they will be responsible to pay a Termination Charge equal to 100% of the monthly recurring rate, multiplied times the number of month remaining in the MSP.

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

- The customer is subject to all terms and conditions of the aforementioned contract unless specifically addressed in this Amendment
- Service must be in the Minneapolis, Minnesota MSA

In the event the customer wants to Expedite the installation of these systems, the Company will waive the Expedite Charges.

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005

DESCRIPTION: Replacement of an Existing Self-Healing Network Services (SHNS) OC192 with a Synchronous Service Transport (SST) OC192 over a GeoMax System

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006.

(C)
(C)

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract is for the replacement of an existing Self-Healing Network Services (SHNS) OC192 with a Synchronous Service Transport (SST) OC192 over a GeoMax System, purchased at rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes.

Discounts will be determined as follows:

- All SST and GeoMax service elements installed initially or within the first 24 months of the 60-month term will be billed at a 50% discount of the 60-month pricing plan rates.
- All GeoMax service elements installed after the first 24 months of the 60-month term will be billed at a 50% discount of the 36-month pricing plan rates.
- All SST service elements installed between 24 and 36 months of the 60-month term will be billed at a 50% discount of the 36-month pricing plan rates. Exception: The DS3 Central Office Multiplexing will be billed at a 46% discount of the 36-month pricing plan rates.
- All SST service elements installed between 36 and 48 months of the 60-month term will be billed at a 50% discount of the 24-month pricing plan rates.
- All SST service elements installed between 48 and 60 months of the 60-month term will be billed at a 50% discount of the 12-month pricing plan rates.

(C)
(C)

(M) Certain material previously found on the page can now be found on Page 24-124.

(Filed under Transmittal No. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-005

Discounts will be determined as follows(Cont'd):

- All SST port service elements installed initially or during the 60-month term will be billed at a 50% discount of the month-to-month port rates. Exceptions: The DS3 CO Port for the OC192 Bandwidth Capacity will be billed at a 54% discount of the month-to-month port rates, and the OC3 CO Port for the OC192 Bandwidth will be billed at a 43% discount of the month-to-month port rates.

(M)
(M)
(C-M)
|
(C-M)

Customer may add service elements at any time during the 60-months subject to the following:

- All SST and GeoMax service elements will be co-terminus with the 60-month term.
- GeoMax transport added within the last 6 months of the 60-month term may, at the customer's election, be billed at a one-time charge or an increase in monthly rates to reimburse the Company for any costs reasonably incurred. The one-time charge or the value of such rate increase shall not exceed the sum of 12 months of service.
- SST and GeoMax Nodes may be added anytime during the 60-month term and the customer will reimburse the Company through a one-time charge for costs reasonably incurred by the Company when the costs will not be recouped through the rates set forth for the remaining months of the 60-month term.
- SST and GeoMax Node Components added within the last 12 months of the 60-month term will be billed for any costs reasonably incurred, but shall not exceed the sum of 12 months of service.

(C)

Upon completion of the 60-month term, the customer may elect to extend this contract for 12-month intervals as many as 5 times. The 12-month extension rate will be 50% of the 60-month rate except for SST Ports which are only available on a month-to-month basis.

(M) Certain material on this page formerly appeared on Page 24-123.

(Filed under Transmittal No. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-012

(N)

DESCRIPTION: Contract Renewal of an Existing Synchronous Service Transport (SST) OC12

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006

CONTRACT EXPIRATION DATE: 24-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the renewal of an existing Synchronous Service Transport (SST) OC12 purchased on a 24-month Pricing Plan. All Nodes and Interexchange Mileage will be billed at the monthly recurring rates set forth below. All other recurring rate elements will be billed at the 24-month rates set forth in Sections 7 and 17, preceding. Monthly rates for the entire 24-months will be frozen from Company-initiated rate changes.

Exception: SST Ports are billed on a monthly basis and not available under fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 7 and 17, preceding.

Total Discounted Monthly Rates for SST OC12 Nodes and Interoffice Mileage:

- Monthly Recurring Rates \$17,792.72

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

- The renewed SST OC12 Circuit locations must be identical to the existing SST OC12 Circuit, hence this is an administrative renewal only.
- The SST OC12 Circuit must complete the full 24-month term or the customer will be billed the difference between the discounted recurring rate and the 24-month recurring rate.
- Service must be located in the Seattle-Bellevue-Everett, Washington MSA and the Tacoma, Washington MSA, specifically the following wire centers: Seattle Main, STTLWA06; Seattle Elliott, STTLWAEL and Tacoma-Fawcett, TACMWAFa.

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. 269.)

Issued: February 16, 2006

Effective: February 17, 2006

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 06-013

(N)

DESCRIPTION: Contract for One Synchronous Service Transport (SST) OC12 Circuit with Self-Healing Alternate Route Protection (SHARP)

CONTRACT AVAILABILITY: Effective from February 17, 2006 through March 18, 2006

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This Contract Tariff is for one new Synchronous Service Transport (SST) OC12 circuit with Self-Healing Alternate Route Protection (SHARP) purchased on a 36-month Pricing Plan. All rate elements will be billed at the recurring and nonrecurring rates that are in effect at the time of installation as set forth in Sections 7 and 17, preceding. Exception: The nonrecurring charge for SHARP will be waived. 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 fixed period pricing plan rates (i.e. these rates are not frozen). Those rate elements will be billed the month-to-month port rates, as set forth in Sections 7 and 17, preceding.

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

- Service must be located in the in the Seattle-Bellevue-Everett, Washington MSA.
- Service must be a new SST OC12 with SHARP ordered on a 36-month term plan.

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)