

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 6 contains all changes from the original tariff that are in effect on the date hereof.

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23. Pricing Flexibility Contract Offerings

(N)

23.6 Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service Offer23.6.1 General Description

Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service (OC-48 DSRS) is an access discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 23.6.3 and the Terms and Conditions in Section 23.6.4 to purchase Subject Services in Section 23.6.2 at the discounted rates listed in Section 23.6.5. Subject Services under Contract Offer No. 6 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 23.6.3 (B).

Contract Offer No. 6 is available for subscription from March 11, 2006 through April 11, 2006.

23.6.2 Subject Services

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section(s):

(1) Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Section 26 - OC-48 DSRS.

(B) All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

23.6.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 6 discounted rates:

- (A) Services must be pricing flexibility qualified access services listed in Section 23.6.2(A);
- (B) Services must be located in the Reno, NV MSA;
- (C) Subject Services ordered pursuant to this Contract Offer must be new; and
- (D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.6 Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service Offer  
(Cont'd)23.6.4 Terms and Conditions(A) Term Period

The contract term (Term Period) shall be seven (7) years, commencing on the date billing begins. Billing shall commence no later than thirty (30) days after the Telephone Company's completion of the access service request for the OC-48 DSRS. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in NBTC Tariff F.C.C. No. 1, Section 26 for OC-48 DSRS.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 22.5.2.12

Rate stability under Contract Offer No. 6 applies only to the rates specific to this Contract Offer, as outlined in Section 23.6.5 of this Contract Offer. Purchase of the services listed above under Contract Offer No. 6 are also subject to certain rates, charges and general terms and conditions, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.6 Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service Offer  
(Cont'd)23.6.4 Terms and Conditions (Cont'd)

- (B) Contract Offer No. 6 is available for subscription from March 11, 2006 through April 11, 2006.
- (C) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.
- (D) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.
- (E) The Customer must submit an access service request to the Telephone Company within thirty (30) days of the Telephone Company's receipt of the Customer's LOS. Failure to submit an access service request within the required thirty (30) day interval shall constitute cancellation of the LOS.
- (F) If the Customer discontinues service under Contract Offer No. 6 during the Term Period, termination liability charges shall apply in accordance with Section 23.6.8.
- (G) If the Customer requests additional service, features and functions not included in Section 23.6.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 22 Metropolitan Statistical Area Access Services.
- (H) The Customer shall purchase one (1) new OC-48 DSRS pursuant to this Contract Offer.
- (I) The Customer will not be able to combine this Contract Offer with any other promotional offering, contract offering, or discount plan in conjunction with this Contract Offer.

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.6 Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service Offer  
(Cont'd)

23.6.5 Rates and Charges

(A) OC-48 DSRS Rates and Charges:

The Customer shall pay the following Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRCs) for the new OC-48 DSRS ordered under this Contract Offer:

NRCs:

Administrative Charge (ORCMX)	\$60
Design and Central Office Connection Charge (NRMCK)	\$600

MRC:

OC-48 Dedicated SONET Ring Service \$10,964

The new OC-48 DSRS MRC includes the following elements listed in Table A:

**Table A**

OC-48 Dedicated Ring	USOC	Quantity
Central Office Node	FC5EX	2
Customer Node	FP5EX	1
OC3 Ports	SPRJX	6
DS3 Ports	SPRKX	24

23.6.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to NBTC Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in NBTC Tariff F.C.C. No. 1, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.6 Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service Offer  
(Cont'd)23.6.6 Assignment and Transfer (Cont'd)

## (a) (Cont'd)

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

23.6.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, terms and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.6 Contract Offer No. 6 - OC-48 Dedicated SONET Ring Service Offer  
(Cont'd)23.6.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in NBTC Tariff F.C.C. No. 1, Section 26. If the Customer discontinues services provided under this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 23.6.3, or the Terms and Conditions in Section 23.6.4.

These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50 percent of all Monthly Recurring Charges for the balance of the Customer's seven (7)year Term Period for the OC-48 DSRS.

The termination liability charge shall be calculated as follows:

(MRCs) multiplied by (Months remaining in billing)  
multiplied by (Termination percentage of 50 percent)

Example: Customer with a \$10,964 Monthly Recurring Charge terminates service after three (3) years and has forty-eight (48) months remaining on the seven (7)year Term Period. The termination liability would be calculated as:

$(\$10,964 \times 48 \text{ months}) \times 50\% = \$263,136$  termination liability charge

(N)

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