

**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	0-1.24	13th	0-7	Original
0-1	275th *	0-1.25	20th	0-8	Original
0-1.1	43rd	0-1.26	31st	0-9	Original
0-1.2	30th	0-1.27	29th	0-10	Original
0-1.3	35th	0-1.28	12th	0-11	1st
0-1.4	20th	0-1.29	18th	0-12	Original
0-1.5	5th	0-1.30	9th	0-13	3rd
0-1.6	4th	0-1.31	4th	0-14	2nd
0-1.7	8th	0-1.32	8th	0-15	6th
0-1.8	9th	0-1.33	10th	0-15.1	2nd
0-1.9	18th	0-1.34	12th	0-16	3rd
0-1.10	17th	0-1.35	9th	0-16.1	5th
0-1.11	12th	0-1.36	13th	0-17	6th
0-1.12	23rd	0-1.37	7th	0-18	Original
0-1.13	11th	0-1.38	9th	0-19	Original
0-1.14	19th	0-1.39	34th	0-20	Original
0-1.15	10th	0-1.40	22nd	0-21	Original
0-1.16	20th	0-1.41	6th *	0-22	Original
0-1.17	18th	0-1.42	13th	0-23	Original
0-1.18	23rd	0-1.43	7th *	0-24	2nd
0-1.19	58th	0-2	1st	0-25	1st
0-1.20	30th	0-3	2nd	0-26	5th
0-1.21	10th	0-4	Original	0-27	1st
0-1.22	10th	0-5	5th	0-28	Original
0-1.23	41st	0-6	Original	0-29	1st

\* New or Revised Page.

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23-9	Original	24-14	1st	24-42	Original
23-10	1st	24-15	Original	24-43	2nd
23-11	Original	24-16	Original	24-44	Original
23-12	Original	24-17	2nd	24-45	Original
23-13	Original	24-18	2nd	24-46	Original
23-14	Original	24-19	Original	24-47	Original
23-15	Original	24-20	Original	24-48	Original
23-16	Original	24-21	1st *	24-49	Original
23-17	Original	24-21.1	Original *	24-50	Original
23-18	Original	24-22	Original	24-51	Original
23-19	Original	24-23	Original	24-52	Original
23-20	Original	24-24	Original	24-53	Original
23-21	Original	24-25	Original	24-54	Original
23-22	Original	24-26	Original	24-55	Original
23-23	Original	24-27	Original	24-56	Original
23-24	Original	24-28	Original	24-57	Original
23-25	Original	24-29	Original	24-58	Original
23-26	Original	24-30	Original	24-59	Original
23-27	Original	24-31	Original	24-60	Original
23-28	Original	24-32	Original	24-61	Original
24-0	1st	24-33	Original	24-62	Original
24-1	1st	24-34	2nd	24-63	Original
24-2	Original	24-34.1	2nd	24-64	Original
24-3	1st	24-34.2	Original	24-65	1st
24-4	1st	24-34.3	Original	24-66	Original
24-5	1st	24-34.4	Original	24-67	Original
24-6	2nd	24-35	Original	24-68	Original
24-7	2nd	24-36	Original	24-69	1st
24-8	Original	24-37	Original	24-69.1	Original
24-9	Original	24-38	Original	24-70	Original
24-10	Original	24-39	1st	24-71	Original
24-11	Original	24-40	1st	24-72	1st
24-12	Original	24-40.1	Original	24-73	1st
24-13	Original	24-41	Original		

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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>
24-162	Original	24-180	Original	24-198	Original
24-163	Original	24-181	Original	24-199	Original
24-164	Original	24-182	Original	24-200	Original
24-165	Original	24-183	Original	24-201	Original
24-166	1st	24-184	1st *	24-202	Original
24-166.1	Original	24-184.1	Original		
24-167	Original	24-185	Original		
24-168	Original	24-186	Original		
24-169	Original	24-187	Original		
24-170	Original	24-188	Original		
24-171	Original	24-189	Original		
24-172	Original	24-190	Original		
24-173	Original	24-191	Original		
24-174	Original	24-192	Original		
24-175	Original	24-193	Original		
24-176	Original	24-194	Original		
24-177	Original	24-195	Original		
24-178	Original	24-196	Original		
24-179	Original	24-197	Original		

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## **24. CONTRACT TARIFFS**

### **24.2 CONTRACT NO. 04-005**

Renewal, Extension and Shortfall Terms and Conditions once the Initial Term of 36-months is complete:

- If the customer meets the \$10,600,000 commitment within the first 36-months (Cont'd):
  - See Amendment One, following, for the terms and conditions for the Second term of this contract: (C)
- If at the end of the 36-month term the customer has not met the \$10,600,000 commitment then:
  - The customer may pay the interstate shortfall and have up to 12 months to transition off the services or (C)
  - The customer may elect to extend the contract 1 year, contributing that year's revenue toward the interstate shortfall. If the \$10,600,000 commitment has not been met by the end of the 4th year the customer will be responsible for the interstate shortfall and may have up to 12 months to transition off the services.
- The interstate shortfall shall be calculated by multiplying the difference between the commitment and customer's actual revenues for Contributory Services during the term, by the proportion of all Contributory Services that are interstate (i.e., interstate shortfall = [the commitment – actual revenues for Contributory Services] x [actual revenues for interstate Contributory Services ÷ actual revenues for all Contributory Services]).

When the entire service is disconnected prior to the expiration of the term plan then the interstate shortfall will be due immediately.

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 04-005**

**1ST AMENDMENT TO THIS CONTRACT TARIFF**

AMENDMENT

AVAILABILITY: Effective from November 1, 2006 through  
December 1, 2006.

AMENDMENT

EFFECTIVE DATE: November 1, 2006

This Contract Tariff Amendment officially establishes a second term commencing on November 1, 2006 at the same interstate rates as the initial term agreement. This second term will expire on June 6, 2011 under the following terms and conditions:

- The customer must agree to a new Revenue Commitment for the second term of \$6,000,000
- In the event, the \$6,000,000 Revenue Commitment has not been met by June 6, 2011, the customer must pay the shortfall at that time and will have up to twelve months from the end of the second term to transition the services.
- Upon the expiration of the second term and the \$6,000,000 Revenue Commitment has been met this contract will continue on a month-to-month basis until the customer or the Company provides no less than sixty days written notice of termination.
- If this second term is terminated or all service under this contract is disconnected prior to June 6, 2011 and the \$6,000,000 Revenue Commitment has not been met, then the shortfall must be paid no later than 30 days after the customer receives the invoice. The formula established to calculate the shortfall for the initial term will be used to calculate the shortfall of the second term as set forth above.

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

- The customer must have met the initial term Revenue Commitment of \$10,600,000 on or before November 1, 2006.

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 06-043**

DESCRIPTION: GeoMax Service with an Overlay of Synchronous Service Transport (SST) OC12.

CONTRACT AVAILABILITY: Effective from November 1, 2006, through December 1, 2006. (C)  
(C)

CONTRACT EXPIRATION DATE: 60-Months

AVAILABLE MSAS: MSAs identified in Section 23

This is a contract for one GeoMax Service with an overlay of Synchronous Service Transport (SST) OC12 circuits purchased on a new 60-month Pricing Plan. The GeoMax Service with the SST OC12 overlay will be billed at the discounted monthly recurring rates set forth below. All nonrecurring charges will be billed at the respective 60-month rates set forth in Section 7 and 17, preceding. Monthly rates for the entire 60-months will be frozen from Company-initiated rate changes and all nonrecurring rates will be waived.

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 at the current month-to-month port rates both recurring and nonrecurring, as set forth in Sections 7 and 17, preceding.

Discounted Monthly Rates for one GeoMax Services with an Overlay of SST OC12 Circuits:

- Monthly Recurring Rates \$71,213.03 (I)

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

- Customer's service must be located in the Minneapolis-St. Paul, MN MSA, 7th Avenue, MPLSMN07 and Minneapolis, MPLSMNDT.