

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

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/1/ Material now appears on Original Page 987 of Section 23 in this Tariff.

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By Rhonda J. Johnson, Vice President - Regulatory Affairs
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22. Pricing Flexibility Contract Offerings (cont'd)

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/1/ Material now appears on Original Page 989 of Section 23 in this Tariff.

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22. Pricing Flexibility Contract Offerings (cont'd)

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22. Pricing Flexibility Contract Offerings (cont'd)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.3 Contract Offer No. 3 – OC-192 Dedicated Ring Offer

22.3.1 General Description

OC-192 Dedicated Ring Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.3.4 for new OC-192 Dedicated Ring Services that meet the eligibility criteria listed in Section 22.3.2 (B), below. This contract offering is available in the MSAs listed in Section 22.3.3 (B).

22.3.2 Services Available Under OC-192 Dedicated Ring Offer

(A) OC-192 Dedicated Ring Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- Illinois Bell Telephone Company OC-192 Dedicated Ring Service – ILL. C. C. No. 21, Section 21.5.2.9.

(B) The following eligibility criteria must be met in order to receive the OC-192 Dedicated Ring Offer discount:

- Service must be a pricing-flexibility-qualified service listed in 22.3.2 (A);
- Service must be located in an MSA listed in 22.3.3 (B)(1);
- Service must be for new installation orders only

22.3.3 OC-192 Dedicated Ring Offer Terms and Conditions

(A) Term Period

This contract term is for three (3) or five (5) years commencing on the date the billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, the Customer shall select from payment options in Section 7.4.10, or the Customer will be billed the monthly extension rate as described in Section 22.3.4.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.3 Contract Offer No. 3 – OC-192 Dedicated Ring Offer (cont'd)

22.3.3 OC-192 Dedicated Ring Offer Terms and Conditions (cont'd)

(A) Term Period (cont'd)

Rate stability under this contract term applies only to the rates specific to OC- 192 Dedicated Ring Offer. Purchase of the services listed above under OC-192 Dedicated Ring Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

Purchases of the services listed above under OC-192 Dedicated Ring Offer are subject to the specific terms and conditions of this section 22.3. These specific terms and conditions will not change during the term of the services without Commission authorization. Purchases of the services listed above under OC-192 Dedicated Ring Offer are also subject to general terms and conditions of this ILL. C.C. Tariff No.21 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service.

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22. Pricing Flexibility Contract Offerings (cont'd)

22.3 Contract Offering No. 3 – OC-192 Dedicated Ring Offer (cont'd)

22.3.3 OC-192 Dedicated Ring Offer Terms and Conditions (cont'd)

(B) Terms and Conditions

- (1) This contract offering is only available for circuits located in the following Metropolitan Statistical Areas:

Phase 2 Pricing Flexibility MSAs

- Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, Illinois;

- (2) This contract offering is only available October 26, 2002 through December 31, 2002.
- (3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.3.5.
- (4) Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.
- (5) Customer shall subscribe to the service listed in Section 22.3.2 (A) for a newly installed OC-192 with a three- year or five-year term in order to be eligible for this contract offering.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.3 Contract Offer No. 3 – OC-192 Dedicated Ring Offer (cont'd)

22.3.4 OC-192 Dedicated Ring Offer Rates

Rates and Charges

OC-192 Dedicated Ring Service	USOC	Monthly		Monthly Ext.	NRC
		3-Year	5-Year		
Nodes					
- Customer Premises/First	GP5AX	\$19,800.00	\$16,000.00	\$33,000.00	
- Customer Premises/Additional	GP5AA	17,800.00	14,200.00	29,475.00	
- Central Office	GC5AX	17,800.00	14,200.00	29,475.00	
Nonrecurring charges for subsequent installations					
- Customer Premises Per Node	NRBS7				\$ 400.00
- Customer Premises Re-Map Per Node	NRBS7				400.00
- Central Office	NRBSV				325.00
Add/Drop Capability per node					
- not to exceed any configurable combination of ports beyond 192 STS-1 equivalents	MXRGX	4,500.00	3,600.00	7,000.00	
Ports Per Node Type					
- OC-3,OC-3c	S9NEX	150.00	135.00	225.00	425.00
- OC-12,OC-12c	S9NGX	375.00	360.00	550.00	400.00
- OC-48,OC-48c	S9NJX	950.00	900.00	1,425.00	400.00
- DS3 at OC-192 Node	S9QGX	120.00	110.00	150.00	385.00
Nonrecurring charges for subsequent installation-Per port type					
- OC-48, OC-48c	NRBN9				
- OC-12, OC-12c	NRBSZ				
- OC3, OC-3c	NRBSW				
- DS3	NRBSX				
Mileage					
- Per mile between nodes by ring type	1L5XX	260.00	220.00	330.00	
Optical to Electrical Add/Drop Capability per arrangement per node					
- not to exceed any configurable combination of ports beyond 192 STS-1 equivalents	MXJGX	2,500.00	2,000.00	3,500.00	
Dedicated Ring Regenerator					
- Each (as required)	RGY	9,250.00	7,400.00	13,875.00	
Nonrecurring charge for subsequent installation					
- Each as required	NRBS5				270.00
Shared Network Arrangement Processing Charge per service order					
	NRBOP				30.00
Administrative Charge per order					
	ORCMX				60.00
Design and Central Office Connection Charge, per ring					
	NRBCL				2,250.00

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.3 Contract Offer No. 3 –OC-192 Dedicated Ring Offer (cont'd)

22.3.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If a Customer terminates services before the completion of the term for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.4.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of the Customer's three (3) or five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a \$20,000 monthly rate terminates service after two years and has twelve months remaining in a three year term plan. The termination liability would be calculated as:

$\$20,000 \times 12 \times 50\% = \$120,000$ termination liability charge.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

(N)

22.4 Contract Offering No. 4 – OCN Point-to-Point OC-48 Offer**22.4.1 General Description**

OCN Point-to-Point OC-48 Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.4.4 for new OCN Point-to-Point OC-48 Services that meet the eligibility criteria listed in Section 22.4.2(B), below. This contract offering is available in the MSAs listed in Section 22.4.3(B).

22.4.2 Services Available Under OCN Point-to-Point OC-48 Offer

- (A) OCN Point-to-Point OC-48 Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:
- Illinois Bell Telephone Company Optical Carrier Network (OCN) Point-to-Point OC-48 ILL. C.C. No. 21, Section 21.5.2.8
- (B) The following eligibility criteria must be met in order to receive the OCN Point-to-Point OC-48 Offer discount:
- Service must be a pricing-flexibility-qualified SONET service listed in Section 22.4.2 (A);
 - Service must be located in an MSA listed in Section 22.4.3 (B)(1);
 - Service must be for new installation orders only.

22.4.3 OCN Point-to-Point OC-48 Offer Terms and Conditions**(A) Term Period**

The contract term is either three (3) or five (5) years commencing on the date the billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, the Customer shall select from payment options in Section 7.2.10 (F), or Customer will be billed the monthly extension rate as described in Section 22.4.4.

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.4 Contract Offering No. 4 – OCN Point-to-Point OC-48 Offer (cont'd)

22.4.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (cont'd)

(A) Term Period (cont'd)

Rate stability under this contract term applies only to the rates specific to OCN Point-to-Point OC-48 Offer. Purchase of the services listed above under OCN Point-to-Point OC-48 Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

Purchases of the services listed above under OCN Point-to-Point OC-48 Offer are subject to the specific terms and conditions of this section 22.4. These specific terms and conditions will not change during the term of the services without Commission authorization.

Purchases of the services listed above under OCN Point-to-Point OC-48 Offer are also subject to general terms and conditions of this ILL. C.C. Tariff No.21 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.4 Contract Offer No. 4 – OCN Point-to-Point OC-48 Offer (cont'd)

22.4.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (cont'd)

(B) Terms and Conditions

- (1) This contract offering is only available for circuits located in the following Metropolitan Statistical Areas:

Phase 2 Pricing Flexibility MSAs

- Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, Illinois;

- (2) This contract offering is only available October 26, 2002 through December 31, 2002.
- (3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.4.5.
- (4) Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.
- (5) Customer shall subscribe to the service listed in Section 22.4.2 (A) for a newly installed OCN Point-to-Point OC-48 with a three-year or five-year term in order to be eligible for this contract offering.

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22. Pricing Flexibility Contract Offerings (cont'd)

22.4 Contract Offering No. 4 – OCN Point-to-Point OC-48 Offer (cont'd)

22.4.4 Rates and Charges

OC-48/OC-48c Point-to-Point Service	USOC	Monthly			NRC
		3-Year	5-Year	Monthly Ext.	
Local Distribution Channel Per Point of Termination					
- Terminating Bit Rate 2488.32 Mbps	TMECS	\$6,600.00	\$5,560.00	\$9,360.00	
Channel Mileage Termination Per Point of Termination					
- Per Point of Mileage Termination 2488.32 Mbps	CM6	1,420.00	1,340.00	1,843.00	
- Channel Mileage Per Mile 2488.32 Mbps	1L5XX	400.00	220.00	644.00	
Optional Features and Functions					
- Add/Drop Multiplexing Per Arrangement (not to exceed 12 DS3s or equivalent)	MXRFX	1,170.00	500.00	1,609.00	
Monthly					
- Add/Drop Per OC-12	MXJEX		\$ 375.00		
- Add/Drop Per OC-3	MXJCX		150.00		
- Add/Drop Per DS3	MXJBX		120.00		
Cross-Connection of Services Per Circuit	OCCFX		1,100.00		
1+1 Protection					
- Per Local Distribution Channel (LDC)	P8T		1,175.00		
- with Cable Survivability Per LDC	P3S		1,175.00		\$700.00
- with Route Survivability Per LDC	P8T		Apply rates and charges as described in section 7.5.10 (c)(4)(f)		
- with Route Survivability Per Quarter Route Mile	S2DXY		70.00		
Point-to-Point Regenerator (as required) Each	RGY48		5,280.00		
Shared Network Arrangement Processing Charge Per Service Order	NRBOP				30.00

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.4 Contract Offer No. 4 – OCN Point-to-Point OC-48 Offer (cont'd)

22.4.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Sections 7.2.10 (G). If Customer terminates services before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Sections 7.2.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of Customer's three (3) or five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by
(Termination percentage of 50%)

Example: Customer with a \$20,000 monthly rate terminates service after two years and has twelve months remaining in a three-year term plan. The termination liability would be calculated as:

$\$20,000 \times 12 \times 50\% = \$120,000$ termination liability charge.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

(N)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer**22.5.1 General Description**

OC-48 Dedicated Ring Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.5.4 for new OC-48 Dedicated Ring Services that meet the eligibility criteria described in Section 22.5.2(B), below. This contract offer is available in the MSAs listed in Section 22.5.3(B).

22.5.2 Services Available Under OC-48 Dedicated Ring Offer

- (A) OC-48 Dedicated Ring Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:
- Illinois Bell Telephone Company OC-48 Dedicated Ring Service, ILL. C.C. No. 21, Section 21.5.2.9
- (B) The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Offer discount:
- Service must be a pricing-flexibility-qualified SONET service listed in Section 22.5.2 (A);
 - Service must be located in an MSA listed in 22.5.3 (B)(1);
 - Service must be for new installations only.

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions**(A) Term Period**

The contract term is either three (3) or five (5) years commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, Customer shall select from payment options in accordance with the regulations as described in Section 7.4.10, or Customer will be billed the monthly extension rates as described in Section 22.5.4.

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (cont'd)

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions (cont'd)

(A) Term Period (cont'd)

Rate stability under this contract term applies only to the rates specific to OC-48 Dedicated Ring Offer. Purchase of the services listed above under OC-48 Dedicated Ring Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

Purchases of the services listed above under OC-48 Dedicated Ring Offer are subject to the specific terms and conditions of this section 22.5. These specific terms and conditions will not change during the term of the services without Commission authorization. Purchases of the services listed above under OC-48 Dedicated Ring Offer are also subject to general terms and conditions of this Ill. C.C. Tariff No.21 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (cont'd)

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions (cont'd)

(B) Terms and Conditions

- (1) This contract offering is only available for circuits located in the following Metropolitan Statistical Areas:

Phase 2 Pricing Flexibility MSAs

- Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, Illinois;

- (2) This contract offering is only available October 26, 2002 through December 31, 2002.
- (3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.5.5.
- (4) Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.
- (5) Customer shall subscribe to the service listed in Section 22.5.2 (A) for a newly installed OC-48 Dedicated Ring with a three-year or five-year term in order to be eligible for this contract offering.

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22. Pricing Flexibility Contract Offerings (cont'd)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (cont'd)

22.5.4 Rates and Charges (cont'd)

OC-48 Dedicated Ring	USOC	Monthly			NRC
		3-Year	5-Year	Monthly Ext.	
Nodes					
- Customer Premises First	FP5EX	\$5,500.00	\$4,500.00	\$7,875.00	
- Customer Premises First Re-Map	RN8EX	5,890.00	4,715.00	7,875.00	
- Customer Premises Additional	FP5EA	5,240.00	4,190.00	7,330.00	
- Customer Premises Additional Re-Map	RN8EA	5,240.00	4,190.00	7,330.00	
- Customer Premises Plus	FP5SX	5,240.00	4,000.00	7,000.00	
- Customer Premises Plus Re-Map	RN8SX	5,240.00	4,190.00	7,000.00	
- Central Office	FC5EX	5,000.00	4,000.00	7,000.00	
- Central Office Plus	FC5SX	4,870.00	3,900.00	6,825.00	
Nonrecurring charges for subsequent installation- Per node					
- Customer Premises	NRBS7				\$400.00
- Customer Premises Re-Map	NRBS7				400.00
- Central Office	NRBSV				325.00
Add/Drop Capability					
- Per Arrangement (not to exceed 12 DS3s or equivalent)	MPEFX	800.00	600.00	1,050.00	
- Re-Map Per Arrangement (not to exceed 12 DS3s or equivalent)	M8RFX	1,170.00	965.00	1,050.00	
- Plus Per Arrangement (not to exceed 12 DS3s or equivalent)	MPEPX	800.00	600.00	1,050.00	
- Plus Re-Map Per Arrangement (not to exceed 12 DS3s or equivalent)	M8RPX	1,040.00	859.00	1,050.00	
- Nonrecurring charges for subsequent installation per arrangement	NRBS8				490.00
Ports					
- OC-12/OC-12c at OC-48 Node	SPRHX	375.00	360.00	630.00	
- OC-3/OC-3c at OC-48 Node	SPRJX	150.00	135.00	235.00	
- DS3 at OC-48 Node	SPRKX	120.00	110.00	190.00	
- DS1 at OC-48 Node [Optical-to-Electrical DS1 add/drop capability as described in Section 7.2.11(B)(5) is needed along with an OC-3 port unless the customer has chosen an OC-12 DDN].	SPRLX	30.00	25.00	65.00	
- Re-Map Per DS1 Re-Map Block	P8RLX	1,400.00	1,260.00	1,820.00	
- Re-Map Per DS3 Re-Map Block (consists of 3 DS3 ports)	P8RKX	360.00	330.00	450.00	
- Re-Map Per OC-3/OC-3c Re-Map Port	P8RJX	150.00	135.00	190.00	
- Re-Map Per OC-12/OC-12c Re-Map Port	P8RHX	375.00	360.00	475.00	
Nonrecurring charges for subsequent installation per port					
- OC-12/OC-12c	NRBSZ				400.00
- OC-3/OC-3c	NRBSW				400.00
- DS3	NRBSX				385.00
- DS1	NRBXY				350.00

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22. Pricing Flexibility Contract Offerings (cont'd)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (cont'd)

22.5.4 Rates and Charges (cont'd)

OC-48 Dedicated Ring (cont'd)	USOC	Monthly			NRC
		3-Year	5-Year	Monthly Ext.	
Mileage-Per mile between nodes					
Optical to Electrical Add/Drop Capability					
- Per OC-3 to DS1 Add/Drop					
- Re-Map per OC-3 to DS1 Add/Drop					
Nonrecurring charges for subsequent installation					
- Per OC-3 to DS1 Add/Drop					
Dedicated Ring Regenerator Each (as required)	RGY	\$3,275.00	\$2,620.00	\$4,585.00	
- Nonrecurring charges for subsequent installation of regenerator	NRBS5				\$ 270.00
Shared Network Arrangement Processing Charge					
- Per Service Order	NRBOP				30.00
Re-Map Service					
Initial Service Script Establishment/Test Charge					
- Per OC-3 Ring	NRMR1				2,000.00
- Per OC-12 Ring	NRMR1				3,500.00
- Per OC-12 DDN Ring	NRMR2				2,000.00
- Per OC-48 Ring	NRMR1				4,500.00
Subsequent Script Activity Charge					
- Per OC-3 Ring	NRMR3				1,200.00
- Per OC-12 Ring	NRMR3				2,100.00
- Per OC-12 DDN Ring	NRMR4				1,200.00
- Per OC-48 Ring	NRMR3				2,700.00
Scheduled Test Charge					
- Per OC-3 Ring	NRMR5				1,600.00
- Per OC-12 Ring	NRMR5				2,800.00
- Per OC-12 DDN Ring	NRMR6				1,600.00
- Per OC-48 Ring	NRMR5				3,600.00
Emergency Re-Map Activation, per request					
- Per OC-3 Ring	NRMR7				\$1,800.00
- Per OC-12 Ring	NRMR8				3,150.00
- Per OC-12 DDN Ring	NRMR7				1,800.00
- Per OC-48 Ring	NRMR1				4,050.00
Administrative charge per order	ORCMX				60.00
Design and Central Office Connection Charge, per ring	NRBCL				600.00

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22. Pricing Flexibility Contract Offerings (cont'd)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (cont'd)

22.5.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Sections 7.4.10 (C). If Customer terminates services before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Sections and 7.4.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of Customer's (3) three or five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by
(Termination percentage of 50%)

Example: Customer with a \$20,000 monthly rate terminates service after two years and has twelve months remaining in a three year term plan. The termination liability would be calculated as:

$\$20,000 \times 12 \times 50\% = \$120,000$ termination liability charge.

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(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term****22.6.1 General Description**

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Telephone Company DS1 Service. AA+ Transport Service provides the customer with a Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.6.1 General Description (cont'd)

(B) (cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.6.2 Contract Terms

- (A) Contract Offering No. 6 is available during the purchase period, which begins January 16, 2003 and ends March 6, 2003.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 6.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 6 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank
 - (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.6.3 (B).

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22. Pricing Flexibility Contract Offerings (cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.6.2 Contract Terms (cont'd)

- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 6 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 6 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 6 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 6 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 6.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 6 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.6.2 (K).

The termination charge for Contract Offering No. 6 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)****22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (cont'd)****22.6.2 Contract Terms (cont'd)**

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 6 terminated and the termination charges described in 22.6.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.6.3 (B).
- (K) The customer may elect to discontinue Contract Offering No. 6 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.6.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 6 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 6, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 6.
- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 6 terminated. If Contract Offering No. 6 is terminated during the initial contract term, the termination charges described in 22.6.2 (I) apply. (T) (T)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.6.2 Contract Terms (cont'd)

- (M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.
- (N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:
 - (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.6.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.6.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.6.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)
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(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.6.3 Rates Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	\$350.00	\$1,000.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	NRMF1

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term

22.7.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Telephone Company DS1 Service. AA+ Transport Service provides the customer with a Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
- (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.7.1 General Description (cont'd)

(B) (cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (cont'd)****22.7.2 Contract Terms**

- (A) Contract Offering No. 7 is available during the purchase period, which begins January 16, 2003 and ends March 6, 2003.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 7.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 7 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank
 - (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.7.3 (B).

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22. Pricing Flexibility Contract Offerings (cont'd)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.7.2 Contract Terms (cont'd)

- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 7 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 7 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 7 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 7 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 7.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 7 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.7.2 (K).

The termination charge for Contract Offering No. 7 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.7.2 Contract Terms (cont'd)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 7 terminated and the termination charges described in 22.7.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 7 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.7.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 7 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 7, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 7.
- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 7 terminated. If Contract Offering No. 7 is terminated during the initial contract term, the termination charges described in 22.7.2 (I) apply.

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22. Pricing Flexibility Contract Offerings (cont'd)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.7.2 Contract Terms (cont'd)

- (M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.
- (N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:
 - (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.7.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.7.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.7.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.7.3 Rates Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	\$310.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	NRMF1

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term

22.8.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Telephone Company DS1 Service. AA+ Transport Service provides the customer with a Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
- (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.8.1 General Description (cont'd)

(B) (cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (cont'd)****22.8.2 Contract Terms**

- (A) Contract Offering No. 8 is available during the purchase period, which begins January 16, 2003 and ends March 6, 2003.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 8.
- (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 8 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank
 - (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.8.3 (B).

(N)

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.8.2 Contract Terms (cont'd)

- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 8 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 8 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 8 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 8 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 8.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 8 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.8.2 (K).

The termination charge for Contract Offering No. 8 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

$(\text{Monthly rate}) \times (\text{Months remaining in initial contract term}) \times (50\%)$

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (cont'd)****22.8.2 Contract Terms (cont'd)**

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 8 terminated and the termination charges described in 22.8.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 8 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.8.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 8 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 8, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 8.
- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 8 terminated. If Contract Offering No. 8 is terminated during the initial contract term, the termination charges described in 22.8.2 (I) apply.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.8.2 Contract Terms (cont'd)

- (M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.
- (N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:
 - (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.8.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.8.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.8.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.8.3 Rates Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	\$250.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	NRMF1

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term

22.9.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Telephone Company DS1 Service. AA+ Transport Service provides the customer with a Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.
 - (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
 - (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
 - (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (cont'd)****22.9.1 General Description (cont'd)**

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

22.9.2 Contract Terms

- (A) Contract Offering No. 9 is available during the purchase period, which begins April 19, 2003 and ends June 30, 2003.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 9.
- (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
- (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
- (3) The Service Date Change Charge described in 5.2.2(A), the Design Change Charge described in 5.2.2(C), and the Expedited Order Charge described in 5.2.2(D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
- (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 9 is the initial contract term.
- (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term
(cont'd) (N)

22.9.2 Contract Terms (cont'd)

- (B) (cont'd)
- (6) Intentionally left blank.
- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.9.3(B).
- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 9 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 9 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 9 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 9 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 9. (N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.9.2 Contract Terms (cont'd)

- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 9 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.9.2(K).

The termination charge for Contract Offering No. 9 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 9 terminated and the termination charges described in 22.9.2(I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.9.3(B).
- (K) The customer may elect to discontinue Contract Offering No. 9 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.9.2(I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 9 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 9, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 9.
- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (cont'd)****22.9.2 Contract Terms (cont'd)**

(L) (cont'd)

If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 9 terminated. If Contract Offering No. 9 is terminated during the initial contract term, the termination charges described in 22.9.2(l) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which include the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
- (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.9.1(B).
- (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.9.2(B) will result in a customer credit of the applicable nonrecurring charges identified in 22.9.3(B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings (cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (cont'd)

(N)

22.9.3 Rate Regulations

(A) Types of Rates and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$350.00	\$1,000.00	DZS1P	1ZZPZ
Renewal Term	425.00	-	DZS1P	1ZZPZ
Service Rearrangement	-	100.00	NR9DT	-

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term**

(N)

22.10.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Telephone Company DS1 Service. AA+ Transport Service provides the customer with an Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.
 - (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
 - (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
 - (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (cont'd)**

(N)

22.10.1 General Description (cont'd)

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas:

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

22.10.2 Contract Terms

(A) Contract Offering No. 10 is available during the purchase period, which begins April 19, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 10.

- (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
- (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
- (3) The Service Date Change Charge described in 5.2.2(A), the Design Change Charge described in 5.2.2(C), and the Expedited Order Charge described in 5.2.2(D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
- (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 10 is the initial contract term.
- (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (cont'd) (N)

22.10.2 Contract Terms (cont'd)

(B) (cont'd)

- (6) Intentionally left blank.
- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.10.3(B).
- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 10 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 10 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 10 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 10 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 10.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 10 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.10.2(K).

The termination charge for Contract Offering No. 10 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (cont'd)**

(N)

22.10.2 Contract Terms (cont'd)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 10 terminated and the termination charges described in 22.10(2)(I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 10 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.10.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 10 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 10, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 10.
- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service - Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 10 terminated. If Contract Offering No. 10 is terminated during the initial contract term, the termination charges described in 22.10(2)(I) apply.
- (M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (cont'd)**

(N)

22.10.2 Contract Terms (cont'd)

- (N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:
- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.10.1(B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.10(2)(B) will result in a customer credit of the applicable nonrecurring charges identified in 22.10.3(B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

22.10.3 Rate Regulations

- (A) Types of Rates and Charges
- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
 - (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.10.3 Rate Regulations

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$310.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	-	DZS1P	1ZZPZ
Service Rearrangement	-	100.00	NR9DT	-

(N)

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term**

(N)

22.11.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Telephone Company DS1 Service. AA+ Transport Service provides the customer with a Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.
 - (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
 - (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
 - (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)****22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (cont'd)**

(N)

22.11.1 General Description (cont'd)

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

22.11.2 Contract Terms

(A) Contract Offering No. 11 is available during the purchase period, which begins April 19, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 11.

- (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
- (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
- (3) The Service Date Change Charge described in 5.2.2(A), the Design Change Charge described in 5.2.2(C), and the Expedited Order Charge described in 5.2.2(D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
- (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 11 is the initial contract term.
- (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(N)

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22. Pricing Flexibility Contract Offerings (cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.11.2 Contract Terms (cont'd)

(B) (cont'd)

- (6) Intentionally left blank.
- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.11.3(B).
- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 11 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 11 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 11 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 11 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 11.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 11 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.11.2(K).

(N)

(N)

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Chicago, IL 60606

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

(N)

22.11.2 Contract Terms (cont'd)

(I) (cont'd)

The termination charge for Contract Offering No. 11 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 11 terminated and the termination charges described in 22.11.2(I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 11 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.11.2(I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 11 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 11, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 11.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (cont'd) (N)

22.11.2 Contract Terms (cont'd)

- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 11 terminated. If Contract Offering No. 11 is terminated during the initial contract term, the termination charges described in 22.11.2(I) apply.
- (M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.
- (N) The AA+ Transport Service customer is responsible for channel assignments, which include the following obligations:
- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.11.1(B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.11.2(B) will result in a customer credit of the applicable nonrecurring charges identified in 22.11.3(B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

(N)

22.11.3 Rate Regulations

(A) Types of Rates and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$250.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	-	DZS1P	1ZZPZ
Service Rearrangement	-	100.00	NR9DT	-

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.12 Contract Offer No. 12 - OC-12 Dedicated Ring Service Conversion Offer

Contract Offer No. 12 was specific to the state of Wisconsin and is not applicable to Illinois.

(N)
|
(N)

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By Rhonda J. Johnson, Vice President - Regulatory Affairs
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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings****22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer****22.13.1 General Description**

OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer ("Contract Offer 13") is an access pricing package plan. Contract Offer 13 provides the Customer with an OC-192 dedicated ring based custom network provided for the sole use of the Customer, connecting multiple customer designated locations and specified Telephone Company Central Offices (COs) via self-healing network designs. The scaled flat-rate pricing package includes all transport rate elements and components of the SONET, DS3 and DS1 transport bandwidth that make up the Customer's network as described in Section 22.13.3(B)(5).

OC-192 WAMS Dedicated Ring Service Offer is available to Customers ordering OC-192 Dedicated Ring Service with a maximum of seven (7) dedicated ring nodes. The OC-192 WAMS Dedicated Ring Network may include any of the following services, up to the bandwidth limits as specified in Section 22.13.3(B)(5), for the purpose of building the network architecture design: Special Access Service-Optical Carrier Network (OCN) Point-to-Point Service, DS3 Service, DS1 Service and Switched Access Service-Switched Transport. (T)

OC-192 WAMS Dedicated Ring Service Offer permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) that meet the eligibility criteria listed in Section 22.13.2(C), below, to pay the rates listed in Section 22.13.4 for a new OC-192 WAMS Dedicated Ring Service. This contract offering is only available in the MSAs listed in Section 22.13.3(B)(1).

22.13.2 Services Available Under OC-192 WAMS Dedicated Ring Service Offer

(A) OC-192 WAMS Dedicated Ring Service Offer applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- OC-192 Dedicated Ring Service – SBC Illinois Tariff I.C.C. No. 21, Section 21 for Phase 1 and 2 MSAs; (T)
- Optical Carrier Network (OCN) Point-To-Point Service - SBC Illinois Tariff I.C.C. No. 21, Section 21 for Phase 1 and 2 MSAs;
- DS1 Service and DS3 Service - SBC Illinois Tariff I.C.C. No. 21, Section 21 for Phase 1 and 2 MSAs; (T)
- Switched Transport is not pricing flexibility qualified - see SBC Illinois Tariff I.C.C. No. 21, Section 6 for applicable services.

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.2 Services Available Under OC-192 WAMS Dedicated Ring Service Offer (cont'd)

(C) The following eligibility criteria must be met in order to receive the OC-192 WAMS Dedicated Ring Service Offer pricing package offer:

- Maintain transport facilities to Cell Sites equal to or greater than 15% of the total WAMS Network of DS3 and DS1 service;
- All traffic must originate or terminate at a Mobile Switching Center (MSC);
- The Customer will not be able to subscribe to any other contract offerings in Section 22 in conjunction with the OC-192 WAMS Dedicated Ring Service Offer;
- Services under this Contract Offer 13 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19;
- Except as otherwise provided in Contract Offer 13, Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions

(A) Term Period

The contract term is 72 months (6 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the OC-192 Dedicated Ring access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options in:

- Section 7 for OC-192 Dedicated Ring Service, Optical Carrier Network (OCN) Point-to-Point Service, and DS1 and DS3; (T)
- Section 6 for Switched Access Service - Switched Transport. (T)

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections listed above, in the case of Switched Transport the Customer will automatically be billed the monthly rate found in Section 6; in the case of DS1 and DS3, the customer will automatically be billed the monthly rate found in Section 21; and in the case of OC-192 Dedicated Ring Service and Optical Carrier Network (OCN) Point-to-Point Service, the Customer will automatically be billed the monthly extension rate found in Section 21. (T)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

(N)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (cont'd)

(A) Term Period (cont'd)

During the Term Period, monthly rates for service as listed in Section 22.13.4 will not change. Rate stability under this contract term period applies only to the rates specific to Contract Offer 13 as listed in Section 22.13.4. Purchase of the services listed above under Contract Offer 13 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor and Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.13.3(B)(10)), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer 13 are subject to the specific terms and conditions of Section 22.13.3(B) below. Purchase of the services listed above under Contract Offer 13 are also subject to general terms and conditions of SBC Illinois Tariff I.C.C. No. 21 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, 6-Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor and Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

All terms and conditions specified herein shall supersede and be controlling to the extent of any explicit conflict with any other tariff sections of the SBC Illinois Tariff I.C.C. No. 21 now and in the future. Notwithstanding the supersedure process in the preceding sentence, such supersedure shall not apply in the event of any change to SBC Illinois Tariff I.C.C. No. 21 required by order of the Commission or any conflict resulting therefrom.

(B) Terms and Conditions

(1) This Contract Offer 13 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

- Phase 1 Pricing-Flexibility MSAs: Davenport/Rock Island/Moline, Peoria/Pekin;
- Phase 2 Pricing-Flexibility MSAs: Champaign/Urbana, Chicago, Decatur, Rockford and Springfield, Illinois.

(2) This Contract Offer 13 is only available July 12, 2003 through September 3, 2003.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (cont'd)

(B) Terms and Conditions (cont'd)

- (3) If Customer should discontinue service under Contract Offer 13 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.13.6.
- (4) If, after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.
- (5) From time to time during the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the OC-192 WAMS Dedicated Ring Network without incurring any increase in the rates and charges set forth in Section 22.13.4. The capacity limits are:

OC-192 Dedicated Ring	7 Nodes	(T)
Dedicated Ring Mileage	92 Miles	
Dedicated Ring Add/Drop Capability	6	
Dedicated Ring Optical to Electrical Add/Drop Capability	6	
OC-3 Ports	8	
OC-3 OCN-PTP (Optical Carrier Network Point-To-Point)	4	
OCN PTP Average Mileage*	10	
DS3 Ports	360	
DS3 Average Mileage*	10	
Special Access DS3 Service	84	(T)
Switched Access-Switched Transport DS3	96	
Special Access DS1 Service	2184	(T)
DS1 Average Mileage*	10	
Switched Access – Switched Transport DS1	2688	

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 5% of the limits set forth above.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (cont'd)

(B) Terms and Conditions (cont'd)

- (6) Customers who subscribe to the Contract Offer 13 may move DS1 and DS3 services as listed in Section 22.13.3(B)(5) without changing the Term Period or incurring termination liability charges. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met:
- New service location is within the same MSA as the original service; and
 - Where facilities do not exist, Customer pays all applicable Special Construction charges.
- (7) Customers who subscribe to the Contract Offer 13 may disconnect DS1 and DS3 services as listed in Section 22.13.3(B)(5) without changing the Term Period or incurring termination liability.
- (8) If the Customer requests modifications to the Contract Offer 13 network design originally constructed for the Customer under Contract Offer 13, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.
- (9) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.13.3(B)(5), the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.
- (10) If the Customer requests that the OC-192 WAMS Dedicated Ring Service be converted to a different higher grade service in the same MSA covered under this contract offering, such conversions are subject to the following conditions:
- If the aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") is equal to or greater than the aggregate of the monthly payments with respect to Contract Offer 13 over the remainder of the Term Period (the "Existing Service Revenue Value"), the upgrade is allowable;
 - If the Upgrade Service Revenue Value is less than the Existing Service Revenue Value, the upgrade is not allowed, unless the Customer makes a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

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(N)

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (cont'd)

(B) Terms and Conditions (cont'd)

(10) (cont'd)

- If the upgrade is not allowable and if the Customer elects not to make an up-front payment, but the Customer notifies the Telephone Company in writing of its desire to convert to the upgraded service, then the Telephone Company will terminate Contract Offer 13 and assess termination liability as determined in accordance with Section 22.13.6.

(11) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements including any advance notification as applicable.

(12) If the Customer wishes to assign or transfer its use of services under this Contract Offer 13 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 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% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or;

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:

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(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (cont'd)

(B) Terms and Conditions (cont'd)

(12) (cont'd)

(b) (cont'd)

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
- "high risk" in a Paydex score as published by Dun and Bradstreet.

22.13.4 Rates and Charges

Months	USOC	Monthly Charge
1 to 12		\$508,322.00
13 to 24		567,283.00
25 to 36		623,035.00
37 to 48		675,452.00
49 to 60		757,381.00
61 to 72		757,381.00
Administrative Charge per Service Order	ORCMX	60.00
Design and Central Office Connection Charge, per initial ring	NRMCK	2,250.00

22.13.5 Credit Allowance for Service Interruptions

(A) When a Credit Allowance Applies

The credit allowance language contained below applies in lieu of credit allowance language contained in Section 2. These credits are exclusive to Contract Offer 13 and no other credits from any other service assurance plans in other sections of the tariff will be applicable.

A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Offer 13 or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an unusable circuit is reported to the Telephone Company within 24 hours of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out of service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, if not due to the negligence of the Customer shall be as follows:

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.5 Credit Allowance for Service Interruptions (cont'd)

(A) When a Credit Allowance Applies (cont'd)

DS3//DS1 Service Circuits and Switched Access Service-Switched Transport DS3: (T)

(1) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- DS3 Service: \$925.00 (T)
- Switched Access Service-Switched Transport DS3: 558.00 (T)
- DS1 Service: 228.00 (T)

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown in the following table:

- DS3 Service: \$925.00 (T)
- Switched Access Service-Switched Transport DS3: 558.00 (T)
- DS1 Service: 228.00 (T)

In any monthly billing period, as a result of an interruption of service, the total credit for all circuits will not exceed the amounts listed below:

- Year 1 \$380,218.00
- Year 2 439,183.00
- Year 3 494,938.00
- Year 4 547,358.00
- Year 5 629,292.00
- Year 6 629,292.00

These credits are in addition to the credits in (2) and (3) below.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.5 Credit Allowance for Service Interruptions (cont'd)

(A) When a Credit Allowance Applies (cont'd)

OC-192 WAMS Dedicated Ring

(2) The Customer shall be credited a fixed rate credit per Node when a port-to-port connection experiences a service interruption of one (1) minute or more.

- OC-192 Dedicated Ring Service per Node: \$17,700.00 (T)

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per Node will not exceed the specific amount shown below for that particular node:

- OC-192 Dedicated Ring Service per Node: \$17,700.00 (T)

These credits are in addition to the credits in (1) above and (3) below.

Optical Carrier Network-Point-to-Point Service (OCN-PTP)

(3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- OCN-PTP Service per OC-3 Circuit: \$1,070.00
- OCN-PTP Service per OC-3 Circuit: 357.00

In any monthly billing period, as a result of an interruption of service, the total credit per circuit will not exceed the specific amount shown below for that particular circuit:

- OCN-PTP Service per OC-3 Circuit: \$1,070.00
- OCN-PTP Service per OC-1 Circuit: 357.00

These credits are in addition to the credits in (1) and (2) above.

Example: When an OC-192 node provisioned with one (1) OC-3 OCN PTP circuit, three (3) DS3s and one hundred (100) Special Access DS1s experience a service interruption for all of these elements for one (1) minute or more, the following fixed rate credits will apply: (T)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.5 Credit Allowance for Service Interruptions (cont'd)

(A) When a Credit Allowance Applies (cont'd)

Optical Carrier Network-Point-to-Point Service (OCN-PTP) (cont'd)

(3) (cont'd)

DESCRIPTION	QTY	CREDIT	AMOUNT
OC-192 Node	1	\$17,700.00	\$17,700.00
OC-3 Point-to-Point	1	1,070.00	1,070.00
Special Access DS3	3	925.00	2,775.00
Special Access DS1	100	228.00	22,800.00
Total Credit Allowance			44,345.00

(B) When a Credit Allowance Does Not Apply

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
- (5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.
- (6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.5 Credit Allowance for Service Interruptions (cont'd)

(B) When a Credit Allowance Does Not Apply (cont'd)

- (7) Periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.
- (8) Periods of interruption as set forth in Section 13.3.1.
- (9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

22.13.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section 7.4.10(C). If Customer terminates the Contract Offer 13 before the completion of the term for any reason other than due to "Excessive Service Outages" as defined below or an upgrade as may be allowed under Section 22.13.3(B) (10), Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination of service. Customer's termination liability for termination of service shall be equal to:

50% of all recurring charges for the balance of Customer's 6 years (72-month) term.

The termination liability charge would be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by
(Termination percentage of 50%)

Example: Customer terminates service after three years and has thirty-six months remaining in a seventy-two month term plan.

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22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (cont'd)

22.13.6 Termination Liability (cont'd)

The termination liability would be calculated as:

Year	Months		Monthly Recurring Rate		Termination Percentage	Termination Liability Charges
4	12	X	\$675,452.00	X	.50	\$ 4,052,712.00
5	12	X	757,381.00	X	.50	4,544,286.00
6	12	X	757,381.00	X	.50	4,544,286.00
					Total	13,141,284.00

An Excessive Service Outage occurs when the OC-192 WAMS Dedicated Ring experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 22.13.5(B) above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of service under Contract Offer 13 without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term

22.14.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Illinois Bell Telephone Company DS1 Service. AA+ Transport Service provides the customer with an Illinois Bell Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
 - (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.14.1 General Description (cont'd)

(B) (cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service –One Year Term (cont'd)

22.14.2 Contract Terms

- (A) Contract Offering No. 14 is available during the purchase period, which begins August 20, 2003 and ends January 30, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 14.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 14 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.14.2 Contract Terms (cont'd)

(B) (cont'd)

- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.14.3 (B).
- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) (The initial contract term for Contract Offering No. 14 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 14 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 14 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 14 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 14.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 14 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.14.2 (K).

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service –One Year Term (cont'd)

22.14.2 Contract Terms (cont'd)

(I) (cont'd)

The termination charge for Contract Offering No. 14 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 14 terminated and the termination charges described in 22.14.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.14.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 14 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.14.2 (I) when all of the following conditions are met:

- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
- (2) The new service is provided to the same end user's premises to which Contract Offering No. 14 was provided, and,
- (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 14, and,
- (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 14.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.14.2 Contract Terms (cont'd)

(L) (cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 14 terminated. If Contract Offering No. 14 is terminated during the initial contract term, the termination charges described in 22.14.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
- (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.14.1 (B).
- (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.14.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.14.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (cont'd)

22.14.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$350.00	\$1,000.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term

22.15.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Illinois Bell Telephone Company DS1 Service. AA+ Transport Service provides the customer with an Illinois Bell Telephone Company DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.15.1 General Description (cont'd)

(B) (cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.15.2 Contract Terms

- (A) Contract Offering No. 15 is available during the purchase period, which begins August 20, 2003 and ends January 30, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 15.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 15 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.15.2 Contract Terms (cont'd)

(B) (cont'd)

- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.15.3 (B).
- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 15 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 15 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 15 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 15 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 15.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 15 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.15.2 (K).

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.15.2 Contract Terms (cont'd)

(I) (cont'd)

The termination charge for Contract Offering No. 15 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 15 terminated and the termination charges described in 22.15.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 15 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.15.2 (I) when all of the following conditions are met:

- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
- (2) The new service is provided to the same end user's premises to which Contract Offering No. 15 was provided, and,
- (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 15, and,
- (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 15.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.15.2 Contract Terms (cont'd)

(L) (cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 15 terminated. If Contract Offering No. 15 is terminated during the initial contract term, the termination charges described in 22.15.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.15.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.15.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.15.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (cont'd)

22.15.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$310.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term

22.16.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate Illinois Bell Telephone Company DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
 - (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.16.1 General Description (cont'd)

(B) (cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.16.2 Contract Terms

- (A) Contract Offering No. 16 is available during the purchase period, which begins August 20, 2003 and ends January 30, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 16.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 16 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.16.2 Contract Terms (cont'd)

(B) (cont'd)

- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.16.3 (B).
- (C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (D) The initial contract term for Contract Offering No. 16 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (E) At the conclusion of the initial contract term, Contract Offering No. 16 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 16 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 16 upon thirty days written notice any time following the completion of the initial contract term.
- (F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (G) No other discount pricing plans apply.
- (H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 16.
- (I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 16 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.16.2 (K).

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.16.2 Contract Terms (cont'd)

(I) (cont'd)

The termination charge for Contract Offering No. 16 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 16 terminated and the termination charges described in 22.16.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 16 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.16.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 16 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 16, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 16.
- (L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.16.2 Contract Terms (cont'd)

(L) (cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 16 terminated. If Contract Offering No. 16 is terminated during the initial contract term, the termination charges described in 22.16.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.16.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.16.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.16.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (cont'd)

22.16.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$250.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.17 Contract Offering No. 17 – OC-48 Optical Carrier Network (OCN) Point-to-Point Service Offer

Contract Offering No. 17 was specific to the state of Indiana and is not applicable to Illinois.

(N)

(N)

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By Rhonda J. Johnson, Vice President - Regulatory Affairs
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Chicago, IL 60606

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer

Contract Offering No. 17 was specific to the state of Wisconsin and is not applicable to Illinois.

(N)
|
(N)

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By Rhonda J. Johnson, Vice President - Regulatory Affairs
225 W. Randolph Street
Chicago, Illinois 60606

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

22.19 Contract Offer No. 19 – OC-48 Dedicated Ring Service Offer

Contract Offer No. 19 was available between November 14, 2003 and December 14, 2003.
Due to expiration, this contract offering is no longer available in Illinois.

(N)
|
(N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer

22.20.1 General Description

MVP DS1, DS3 and OCN Service Offer ("Contract Offer No. 20") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and OCN Services that meet the Eligibility Criteria as described in Section 22.20.3 and are subject to the Terms and Conditions as described in Section 22.20.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 19 of I.C.C. No. 21 Tariff.

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 22.20.5. To ensure that the customer will meet the CARC by end of year 2004 and 2005, the Telephone Company will review revenue quarterly. In the event the customer is not meeting their CARC, the customer will be required to remit payments, via the quarterly True-Up process described in Section 22.20.6, otherwise termination liabilities will apply.

This Contract Offer No. 20 will only be available between December 18, 2003 through January 18, 2004.

22.20.2 Services Available Under Contract Offer No. 20

- (A) This Contract Offer No. 20 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and OCN Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 22.20.4(C).

Service	General/Basic Description	Phase 1 MSAs Rate and Charges	Phase 2 MSAs Rate and Charges
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Optical Carrier Network (OCN) Point-to-Point Service	7.2.10	7.5.10	21.5.2.7

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (cont'd)**

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.2 Services Available Under Contract Offer No. 20 (cont'd)

- (B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 20 are subject to the specific terms and conditions of Section 22.20.4. Additionally purchase of the services listed above pursuant to Contract Offer No. 20 are also subject to the general terms and conditions of ILL.C.C. Tariff No. 21 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such changes will not change the regulations described in Contract Offer No. 20.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in Section 19, ILL.C.C. Tariff No. 21 except as noted herein.

22.20.3 Eligibility Criteria for Contract Offer No. 20

- (A) Contract Offer No. 20 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:
- Illinois Bell Telephone Company ILL.C.C. No. 21 Section 19
- (B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 20 pursuant to the following tariffs:
- SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 15;
 - PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 20; and
 - SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 1.
- (C) A minimum of 4% of the Customer's Current Annual Revenue Commitment, as described in Section 22.20.5, must come from services previously provided by a carrier other than the Ameritech Operating Companies and its affiliates. This 4% level will be measured at the end of the Term Period, however, the 4% requirement may be demonstrated at any time during the contract period. Customer must adhere to the following Sections (1) and (2).

(N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.3 Eligibility Criteria for Contract Offer No. 20 (cont'd)

(C) (Cont'd)

- (1) Customer must provide documentation to demonstrate that the Subject Services have been converted from another carrier to Telephone Company services. Documentation may include but is not limited to: circuit detail records, invoices, and coordinated orders to move the service. The Telephone Company is willing to review other documents that the Customer may deem appropriate to meet this criteria, however only to the extent that it does not result in breach of any non-disclosure agreements which may govern the distribution of such information.
- (2) If Customer fails to reach the 4% requirement as measured at the end of the Term Period, the Customer will be deemed to have terminated Contract Offer No. 20 and termination liabilities will apply as set forth in Section 22.20.7.

22.20.4 Terms and Conditions

(A) Term Period

The contract Term Period will commence on the date the Telephone Company receives a completed Letter of Authorization and expires on December 31, 2005 ("Term Period").

This offer is not renewable.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.4 Terms and Conditions (cont'd)

(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned.

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 22.20.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 20 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: Chicago, Illinois

(D) Contract Offer No. 20 provides a discount of 50% off the monthly recurring tariff rates listed in Section 22.20.2 (A) for existing and new Subject Services.

Example:

Subject Services Monthly Recurring Charge= \$2000
50% Discount = \$1000

(E) Customer agrees to maintain a Current Annual Revenue Commitment (as described in Section 22.20.5) for the calendar years of 2004 and 2005.

(F) Customer agrees to a quarterly true-up as described in Section 22.20.6 for the calendar years of 2004 and 2005.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.5 Current Annual Revenue Commitment

Under Contract Offer No.20, Customer will commit to maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 22.20.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter Of Authorization from the customer.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in Ill. C.C. No. 21, Section 19.2), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) The CARC will not change during the contract Term Period.

(C) If the Customer fails to achieve the CARC on either of the contract anniversary dates (December 31, 2004 or December 31, 2005), and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as set forth in Section 22.20.7.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of year 2004 and 2005, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods commencing January 1, 2004. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 20, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter

CARC	= \$12,000,000
Less projected MVP discounts	= \$ 2,000,000
Sub total	= \$10,000,000
Less actual quarterly revenue (\$1.5M) X 4 (annualized)	= \$ 6,000,000
Annual Projected Gap	= \$ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer agrees to make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 22.20.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 22.20.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.6 Quarterly True-Up (cont'd)

(B) (cont'd)

Example B: Quarterly True-Up

1st Quarter

Actual revenue 1st Quarter:

January	= \$ 400,000
February	= \$ 500,000
March	= \$ 600,000
Total	= \$1,500,000

CARC	= \$12,000,000
Less projected MVP discount	= \$ 2,000,000
Sub total	= \$10,000,000
Less actual 3 months revenue (\$1.5M) x 4 (annualized):	= \$ 6,000,000
Annual Projected Gap	= \$ 4,000,000

\$4,000,000 x 0% = \$0.00 Quarterly True-up payment

2nd Quarter

Actual revenue 1st and 2nd Quarter:

January	= \$ 400,000
February	= \$ 500,000
March	= \$ 600,000
April	= \$ 600,000
May	= \$ 700,000
June	= \$ 700,000
Total	= \$3,500,000

CARC	= \$12,000,000
Less projected MVP discount	= \$ 2,000,000
Sub total	= \$10,000,000
Less actual 6 months revenue (\$3.5M) x 2 (annualized):	= \$ 7,000,000
Annual Projected Gap	= \$ 3,000,000

\$3,000,000 x 25% = \$750,000 Quarterly True-up payment

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.6 Quarterly True-Up (cont'd)

(B) (cont'd)

Example B: Quarterly True-Up (cont'd)

3rd Quarter

January	= \$	400,000
February	= \$	500,000
March	= \$	600,000
April	= \$	600,000
May	= \$	700,000
June	= \$	700,000
July	= \$	500,000
August	= \$	600,000
September	= \$	665,038
Total	= \$	5,265,038

CARC	= \$	12,000,000
Less projected MVP discounts	= \$	2,000,000
Sub total	= \$	10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:		
(\$5,265,038 + \$750,000) x 1.33	= \$	8,000,000
Annual projected Gap	= \$	2,000,000
\$2,000,000 x 66% = \$1,320,000 Quarterly True-Up payment		

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.6 Quarterly True-Up (cont'd)

(B) (cont'd)

Example B: Quarterly True-Up (cont'd)

Quarter 4

Actual revenue 1st, 2nd, 3rd and 4th Quarter

January	= \$ 400,000
February	= \$ 500,000
March	= \$ 600,000
April	= \$ 600,000
May	= \$ 700,000
June	= \$ 700,000
July	= \$ 500,000
August	= \$ 600,000
September	= \$ 665,038
October	= \$ 500,000
November	= \$ 550,000
December	= \$ 614,962
Total	= \$6,930,000

CARC	= \$12,000,000
Less projected MVP discounts	= \$ 2,000,000
Sub total	= \$10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):	
\$6,930,000 + \$750,000 + \$1,320,000	= \$ 9,000,000
Annual Projected Gap	= \$ 1,000,000
\$1,000,000 x 100% = \$1,000,000 Quarterly True-up payment	

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

$\$6,930,000 + \$750,000 + \$1,320,000 + \$1,000,000 + \$2,000,000 = \$12,000,000$

- (C) SBC will provide customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.
- (D) If at the end of either contract anniversary date (December 31, 2004 or December 31, 2005) the customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, SBC will credit the customers account the amount exceeding the CARC, but not greater than the total gap payments the customer has made.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (cont'd)

(N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (cont'd)

22.20.7 Termination Liability Charges

If the Customer terminates service before the completion of the term for any reason whatsoever the customer agrees to pay the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in section 22.20.3 or fails to maintain any of the Terms and Conditions in section 22.20.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as stated below and will be payable pursuant to ILL..C.C. No. 21, Section 2.4.

Customers termination liability shall be equal to:

- (A) 100% of all Discounts received under this Contract Offer No. 20 during the six (6) months immediately prior to the date of termination, plus;
- (B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 20 on November 1, 2003. The Customer terminates its participation in Contract Offer No. 20 effective September 15, 2004. The termination liability charge that would apply is calculated as follows:

Annual CARC = \$12M
 Monthly CARC = \$12M / 12 months = \$1M
 Number of months remaining in contract = 15.5
 Remaining value of CARC = 15.5 x \$1M = \$15.5M
 25 % of remaining value of CARC = .25 x \$15.5M = \$3.875M
 March 2004 - August 2004 discounts = \$500K

Total Termination Liability Charge = \$3.875M + \$500K = \$4.375M

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**

(N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer22.21.1 General Description

OC-48 and OC-192 Capacity offer (Contract Offer No. 21) is an access discount plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts described in Section 22.21.5 for two new OC192 and/or OC48 Dedicated SONET Ring Services or Point-to-Point Services in any combination. The contract will also provide the Customer a discount on new DS3, OC3, OC3c, OC12, and OC-12c, subtending circuits. The Customer must meet the eligibility criteria described in section 22.21.3 below. The discounts are also available based on the terms and conditions contained in section 22.21.4. This Contract Offer No. 21 is available in the MSAs listed in section 22.21.4 (B) 1.

22.21.2 Services Available Under Contract Offer No. 21

(A) Contract Offer No. 21 applies to pricing flexibility-qualified access services contained in the following respective tariff sections:

- Optical Carrier Network (OCN) Point-To-Point Service/ OC48/OC48c/OC192 Service – ILL. C.C. No 21, Section 21.5.2.8;
- Dedicated Ring Service OC48/OC192 – ILL. C.C. No 21, Section 21.5.2.9.

Subtending Circuits:

- DS1/DS3 Service – ILL. C.C. No 21, Section 21.5.2.7;
- Optical Carrier Network (OCN) Point-To-Point Service (OC-3/OC-3c/OC-12/OC-12c) – ILL. C.C. No 21, Section 21.5.2.8.

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections as noted herein.

22.21.3 Contract Offer No. 21 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 21 discount:

- (1) Service must be a pricing – flexibility-qualified service listed in section 22.21.2 (A);
- (2) Service must be located in an MSA listed in Section 22.21.4(B)1;
- (3) Customer must purchase two new OC-192 and/or OC48 dedicated ring services or Point-To-Point Services in any combination to qualify for this offering.

(N)

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**By Rhonda J. Johnson, Vice President - Regulatory Affairs
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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer

22.21.4 Terms and Conditions

(A) Term Period

The contract term period is five (5) years on the OC192/OC48 Dedicated Ring and/or Point-To-Point services commencing on the date billing begins. Contract term periods are one (1), two (2), or three (3) years on any DS1 subtending services commencing on the date billing begins. Contract term periods are one (1), or three (3) years on DS3 or OCN subtending services commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of the Customer's contract Term Period, Customer elects to continue service, Customer shall select from rates and terms in Sections 7.5.9, 7.5.10 and 7.5.11 for Phase 1 MSAs and Section 21.5.2.7, 21.5.2.8 and 21.5.2.9, for Phase 2 MSAs. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.5.9, 7.5.10 and 7.5.11 for Phase 1 MSAs and Section 21.5.2.7, 21.5.2.8 and 21.5.2.9, for Phase 2 MSAs.

Rate stability under this contract Term Period applies only to the rates specific to Contract Offer No. 21 as listed in Section 22.21.5. Purchase of the services listed above under Contract Offer No. 21 are also subject to certain rates and charges in sections 2- General regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 21.5.2), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)

22.21.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

- (1) This Contract Offer No. 21 is only available for facilities located in the following Metropolitan Statistical Areas:
 - Champaign/Urbana, Chicago, IL
- (2) This Contract Offer No. 21 is only available December 19, 2003 through January 11, 2004.
- (3) If the Customer should discontinue service as defined in Section 22.21.5 under this Contract Offer No. 21 during the term period of this agreement, termination liability charges will apply in accordance with Section 22.21.6.
- (4) Customer agrees to subscribe to the services available under this Contract Offer No. 21 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched & Special Access Service. Customer agrees to pay special construction charges as referenced in ILL.C.C. 20, Part 2, Section 5.
- (5) Customer agrees to place access service order request for one new OC-192/OC48 Service at time of subscription to this Contract Offer No. 21. Customer must place the additional access service order request for the second new OC192/OC48 Service by December 31, 2004.
- (6) Customer can purchase subtending circuits anytime during the five year term period of the OC192/OC48 service.

(N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)

22.21.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

- (7) If after the Customer has signed the Telephone Company's Letter of Authorization-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.
- (8) Revenues under this Contract Offer No. 21 will not be eligible for inclusion in the Managed Value Plan (MVP) and Sunrise offerings.
- (9) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 21 to a third party.
- (10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 21 that might be offered by the Telephone Company for services covered under this Contract Offer No. 21.
- (11) Customer commits to a 50% fill rate on the new Subject Services, by the end of the second year in the customer's 5 year Term.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**

(N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)22.21.5 Contract Offer No. 21 Term Discounts

Under this Contract Offer No. 21, the Customer will receive discounts on the following rates in Tariff sections below:

- Optical Carrier Network (OCN) Point-To-Point Service/ OC48/OC48c/OC192 Service – ILL. C. C. No 21, Section 7.5.10 for Phase 1 MSAs, or Section 21.5.2.8 for Phase 2 MSAs;
- Dedicated Ring Service OC48/OC192 – ILL. C. C. No 21, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs.

Subtending Circuits:

- DS1/DS3 Service – ILL. C. C. No 21, Section 7.5.9 for Phase 1 MSAs, or Section 21.5.2.7 for Phase 2 MSAs;
- Optical Carrier Network (OCN) Point-To-Point Service (OC-3/OC-3c/OC-12/OC-12c) – ILL. C. C. No. 21, Section 7.5.10 for Phase 1 MSAs, or Section 21.5.2.8 for Phase 2 MSAs.

The discount percentages are noted in the following Term Pricing Plan (TPP) table below:

Service	1 year TPP discount	2 year TPP discount	3 year TPP discount	5 year TPP discount
OC192/OC48 Dedicated Ring	0%	0%	0%	45%
OC48/OC192 Point-to- Point	0%	0%	0%	45%
DS1 subtending	15%	25%	35%	35%
DS3 subtending	17%	Not available	35%	35%
OCN subtending	17%	Not available	35%	35%

(N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)

22.21.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability language contained in section 7.4.10(C). If Customer terminates Contract Offer No. 21 before the completion of the term period for any reason, the Customer agrees to pay the telephone company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customer's three (3) or five (5) year Term Period for the services that are terminated.
- All remaining services that have not been terminated will convert to the prevailing tariff rates applicable. Prevailing tariff rates are noted in Section 7.5.9, 7.5.10 and 7.5.11 for Phase 1 MSAs and Section 21.5.2.7, 21.5.2.8 and 21.5.2.9, for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with two OC192 Dedicated Rings terminates one of the OC192's. The terminated service will incur termination liability charges as follows: \$20,000 monthly rate terminates service after two years and has thirty-six months remaining in a five year billing period. The termination liability charge would be calculated as:

$\$20,000 \times 36 \times 50\% = \$360,000$ termination liability charge

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer

Contract Offering No. 22 was specific to the state of Michigan and is not applicable to Illinois.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term

22.23.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.23.2 Contract Terms

- (A) Contract Offering No. 23 is available during the purchase period, which begins February 14, 2004 and ends July 31, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 23.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 23 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.23.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 23 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 23 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 23 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 23 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 23.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 23 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.23.2 (K).

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 23 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 23 terminated and the termination charges described in 22.23.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.23.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 23 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.23.2 (I) when all of the following conditions are met:

- (1) The customer establishes a new interstate special access service of equal or greater capacity, and,
- (2) The new service is provided to the same end user's premises to which Contract Offering No. 23 was provided, and,
- (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 23, and,
- (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 23.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 23 terminated. If Contract Offering No. 23 is terminated during the initial contract term, the termination charges described in 22.23.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
- (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.23.1 (B).
- (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.23.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.23.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally Left Blank

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	\$350.00	\$1,000.00	DZS1P	1ZZPZ
Renewal Term	\$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	\$100.00	NR9DT	N/A

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term

22.24.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms

- (A) Contract Offering No. 24 is available during the purchase period, which begins February 14, 2004 and ends July 31, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 24.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 24 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.24.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 24 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 24 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 24 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 24 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 24.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 24 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.24.2 (K).

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 24 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 24 terminated and the termination charges described in 22.24.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 24 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.24.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new interstate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 24 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 24, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 24.
- (L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 24 terminated. If Contract Offering No. 24 is terminated during the initial contract term, the termination charges described in 22.24.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
- (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.24.1 (B).
- (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.24.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.24.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally Left Blank

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$310.00	\$0.00	DZS1P	1ZZPZ
Renewal Term	\$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	\$100.00	NR9DT	N/A

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term

22.25.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Decatur, IL
- Rockford, IL
- Springfield, IL

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms

- (A) Contract Offering No. 25 is available during the purchase period, which begins February 14, 2004 and ends July 31, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 25.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 25 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.25.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 25 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 25 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 25 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 25 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 25.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 25 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.25.2 (K).

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 25 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 25 terminated and the termination charges described in 22.25.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 25 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.25.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new interstate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 25 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 25, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 25.
- (L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 25 terminated. If Contract Offering No. 25 is terminated during the initial contract term, the termination charges described in 22.25.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
- (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.25.1 (B).
- (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.25.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.25.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally Left Blank

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$250.00	\$0.00	DZS1P	1ZZPZ
Renewal Term	\$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	\$100.00	NR9DT	N/A

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.26 Contract Offer No. 26 – OC-12 Dedicated Ring Service Offer

Contract Offering No. 26 was specific to the state of Wisconsin and is not applicable to Illinois.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer

(N)

Contract Offer No. 27 was available between March 6, 2004 and April 6, 2004. Due to expiration, this contract offering is no longer available in Illinois.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

(N)

22.28.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 28) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 22.28.4) in accordance with the terms and conditions as set forth in this Section 22.28.

22.28.2 Services Available For WAMS-VIP Offer

- (A) Contract Offer No. 28 applies to qualified access services contained in Illinois Bell Telephone Company Tariff No. 21 (Qualified Access Services), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Optical Carrier Network (OCN) Point-to-Point Service	7.2.10	7.5.10	21.5.2.8
OC-3, OC-12, OC-48 and OC-192 Dedicated Ring Service	7.2.11	7.5.11	21.5.2.9
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	7.2.13	7.5.13	21.5.2.16
Multi-service Optical Network (MON) Ring Service	23.1	23.4	21.5.2.17

- (B) When additional Qualified Access Services are added to the services available under ILL.C.C. No. 21, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 28 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 28.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.2 Services Available Under WAMS-VIP Offer (Cont'd)

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 28.

22.28.3 WAMS-VIP Offer Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 28:

(A) Eligibility Criteria

- (1) The Qualified Access Services must be located within the "Operating Territory" of the Telephone Company, as described in ILL.C.C. No. 21, Section 14 (Operating Territory);
- (2) Incentive Discounts earned by the Customer under this Contract Offer No. 28 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following MSAs where Telephone Company has been granted pricing flexibility:

Champaign/Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peoria/Pekin, Rockford, Springfield and St. Louis, Illinois;

- (3) All traffic on the Qualified Access Service(s) must originate or terminate on wireless carrier's network;

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

- (1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services and specifically exclude any non-recurring charges and Incentives Discounts earned under this Contract Offer No. 28;
- (2) Customer must maintain a Baseline Minimum Annual Revenue Commitment of \$31,968,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment of \$3,430,000 for SONET Services (Baseline SONET MARC);
- (3) Contract Offer No. 28 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs; except that billed, recurring revenues that are discounted under this Contract Offer No. 28 are not eligible under the Managed Value Plan (MVP) offered in ILL.C.C. No. 21, Section 19, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 28;
- (4) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 28, but in the event of such rate modifications no change will be made to the Baseline MARC or the Baseline SONET MARC;
- (5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of ILL.C.C. No. 21 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services) and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in Contract Offer No. 28;
- (6) This Contract Offer No. 28 is available June 9, 2004 through July 29, 2004; (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

- (7) The Customer must meet the criteria described for Incentive Discounts and Portability Incentives, as provided in Section 22.28.4; and.
- (8) To subscribe to Contract Offer No. 28, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation (s) (ACNA) and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the date Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 28 shall be discontinued. This offer is not renewable.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts

Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively “Incentives”) under this Contract Offer No. 28 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for SONET Services (SONET-ID),
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, SONET-ID and Portability Incentives, Customer must maintain the “Incentive Discount Commitment” (IDC):

(1) Establishment of the IDC

(a) For Term Year one (1) the Customer’s IDC will equal the Baseline MARC.

(b) For Term Years two (2) through seven (7) the Customer’s IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 22.28.5, from the previous Term Year;

(ii) The IDC, from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment, when the Customer makes a Shortfall IDAC Payment, as defined in Section 22.28.4 (C)(1)(e).

(2) Application of Incentive Discount Commitment

If during the Annual True-Up, as defined in Section 22.28.5(A), the Customer’s Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, SONET-ID and Portability Incentives for the following Term Year, provided the criteria in Sections 22.28.4 (B), (C), (D) and (F) respectively are met.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year one (1), the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals \$34,000,000 and the IDC is \$31,968,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, SONET-ID and Portability Incentives in Term Year two (2), based on the Customer's IDC for Term Year two (2) of \$34,000,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until Customer is current in paying (or properly disputing) all invoices submitted for Services in accordance with ILL.C.C. No. 21, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) below.

Table B

IDC-Level	IDC Range			IDCC
1	\$31,968,000	up to	\$33,565,999	\$ 335,000
2	\$33,566,000	up to	\$35,164,999	\$ 527,000
3	\$35,165,000	up to	\$36,922,999	\$ 738,000
4	\$36,923,000	up to	\$38,680,999	\$ 967,000
5	\$38,681,000	up to	\$40,614,999	\$1,218,000
6	\$40,615,000	up to	\$42,548,999	\$1,489,000
7	\$42,549,000	up to	\$43,612,999	\$1,744,000
8	\$43,613,000	up to	\$44,676,999	\$2,010,000
9	\$44,677,000	up to	\$45,793,999	\$2,289,000
10	\$45,794,000	up to	\$46,910,999	\$2,580,000
11	\$46,911,000	up to	\$48,082,999	\$2,855,000
12	\$48,083,000	up to	\$49,255,999	\$3,201,000
13	\$49,256,000	or Greater		\$3,620,000

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credits for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 22.28.4 (A), as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the first, second and third quarters of the Term Year based on the IDCC determined under Section 22.28.4(B)(1)(b) and 22.28.4(B)(1)(c) below; and,

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year, as per the Annual True-Up described in Section 22.28.5.

(b) The IDCC applied during the first three (3) quarters of Term Year one (1) shall be based upon IDC-Level 1.

(c) The IDCC applied during the first three (3) quarters for Term Years two (2) through seven (7) will be based upon the IDC-Level attained using the IDC established in Section 22.28.4.(A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C, as per sub-section 1 below.

Table C

IDAC-Level	IDAC-Level Range			IDACC
1	\$31,968,000	up to	\$35,164,999	\$4,028,000
2	\$35,165,000	up to	\$38,680,999	\$4,431,000
3	\$38,681,000	up to	\$42,548,999	\$4,874,000
4	\$42,549,000	up to	\$44,676,999	\$5,6570,000
5	\$44,677,000	up to	\$46,910,999	\$5,953,000
6	\$46,911,000	up to	\$49,255,999	\$6,732,000
7	\$49,256,000	or Greater		\$6,895,000

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 22.28.4(A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the first quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the second quarter of the Term Year.

(b) The IDAC applied during the first and second quarters of Term Year one (1) shall be based upon IDAC-Level 1.

(c) The IDAC applied during the first and second quarters for Term Years two (2) through seven (7) will be based upon the IDAC-Level attained using the IDC as established in Section 22.28.4(A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels two (2) through seven (7) will each be credited to the Customer only once during the Term Period except when:

(1) The Customer skips an IDAC-Level from one Term Year to the next Term Year; or

(2) The Customer skips IDAC-Level 1 at the end of Term Year one (1).

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level;

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

- (iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;
- (v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level;
- (vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year 1, the Customer's Achieved Revenue Amount equaled \$43,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 1, 2 and 3.

If at the end of Term Years 2, 3 and 4, the Customer's Achieved Revenue Amount is between \$43,000,000 and \$44,676,999, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years, 5, 6 or 7.

- (e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer may make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.
- (i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(e) (Cont'd)

(ii) Customer shall make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the first quarter of the subsequent Term Year per Section 22.28.4 (C) (1).

(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

(D) Incentive Discount for SONET Services

The Customer is eligible for additional Incentive Discounts for SONET Services, "SONET-Incentive Discounts" (SONET-ID), at the end of each Term Year if the Customer's incremental billed, recurring revenues for SONET Services fall within one of the SONET-ID Levels set forth in Table D below. The SONET-ID Level is the amount of SONET billed, recurring revenues in a Term Year above the Baseline SONET MARC (\$3,430,000).

Table D

SONET-ID Level	SONET-ID
\$0 - \$239,999	0%
\$240,000 - \$479,999	10%
\$480,000 - \$719,999	11%
\$720,000 - \$959,999	12%
\$960,000 - \$1,199,999	13%
\$1,200,000 - \$1,439,999	14%
\$1,440,000 - \$1,679,999	15%
\$1,680,000 or above	16%

The Telephone Company will apply the SONET-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the fourth quarter of the Term Year.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) Incentive Discount for SONET Services (Cont'd)

Example:

Customer has ended a given Term Year of Contract Offer No. 28, and the billed, recurring revenue for SONET Service equals \$4,395,000. The SONET-ID for the Term Year is 13%, or \$125,450.

$\$4,395,000 - \$3,430,000 = \$965,000$ (incremental SONET-ID revenue)
 $\$965,000 \times 13\% = \$125,450$ (SONET-ID)

(E) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%) of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 22.28.4(B), (C), (D) and (F).

(1) Eligibility Criteria for WinBack Incentive

- (a) The Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and
- (b) The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for SONET services.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(E) Incentive Discount for WinBack Services (Cont'd)

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follows the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve 12-month period will be the twelve (12) month period commencing on that start date; or,

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed. (N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 22.28.4 (B), (C), (D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

- (a) Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under ILL.C.C. No. 21, Section 2.4.2, at the previous location;
- (b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit; and
- (c) The disconnect and new service is within the Operating Territory.

(2) Quarterly Review of Disconnect Access Service Orders

If Customer qualified for the Portability Incentive as set forth in Section 22.28.4(A) but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year (“Annual True-Up”) to establish any fourth quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

- (1) Customer maintained its Baseline MARC and Baseline SONET MARC during that Term Year; and,
- (2) Customer earned the IDCC and IDAC received during the 1st, 2nd and 3rd quarters of the Term Year (“Applied IDCC” and “Applied IDAC”, respectively).

For the purposes of the Annual True-Up calculations, the Customer’s billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer’s “Achieved Revenue Amount”. The IDCC and/or IDAC earned using the Achieved Revenue Amount compared to Table B and Table C will constitute the “Earned IDCC” and “Earned IDAC”.

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:

The Telephone Company will determine whether the Customer’s Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

- (a) If Customer’s Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).
 - (i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.
 - (ii) Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.
 - (iii) The following Term Year’s IDC and IDCC will be determined as set forth in Section 22.28.4(A) and (B).

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

Example of Baseline MARC Annual True-Up:

If Customer's Achieved Revenue Amount in Term Year 5 is \$30,000,000, the Baseline MARC of \$31,968,000 has not been met. Customer may choose to pay the difference of \$1,968,000 (\$31,968,000 - \$30,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply as described in Section 22.28.8(A).

(2) Baseline SONET MARC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline SONET MARC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline SONET MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraph (i) through (iii) below.

(i) The IDCC Reduction will be calculated by taking the Baseline SONET MARC less the billed, recurring revenues for SONET Services for the Term Year, and multiplying that amount by ninety-five percent (95%) or (.95).

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the fourth quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the fourth quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) Baseline SONET MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

(iii) The following Term Year's IDCC will be determined as set forth in Section 22.28.4(B).

Example of Baseline SONET MARC Annual True-Up:

If billed, recurring revenue for SONET Service equals \$3,153,000 and the Achieved Revenue Amount equals \$42,000,000, the IDCC Reduction would equal $(\$3,430,000 - \$3,153,000) \cdot .95$ or \$263,150, and the Earned IDCC would be adjusted to \$1,225,850 (\$1,489,000 - \$263,150).

The amount of the fourth quarter IDCC would equal \$109,100 (\$372,250 – \$263,150).

(b) If the Baseline SONET MARC is not maintained by Customer, as a result of SONET rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to Customer, the IDCC Reduction will be zero (0).

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the fourth quarter credit amount. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its fourth (4th) quarter payment, as set forth in Section 22.28.4(B) (1) (a) (ii).

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment") or Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the fourth quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 22.28.4(B).

(iv) If the Customer chooses not to make the Make-Up Payment, the Customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company identified in subparagraph (i) above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year 3 is \$43,000,000 and the IDC is \$40,000,000 the Earned IDCC would be \$1,744,000. The IDCC applied for the 4th quarter would be equal to \$1,744,000 less the Applied IDCC received by the Customer for the Term Year or \$830,500.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(4) IDAC Annual True-Up:

- (a) For Term Year one (1), if the Customer's Achieved Revenue Amount is within the IDAC Range associated with the Applied IDAC, no fourth (4th) quarter credit will be applied by the Telephone Company.
- (b) For Term Year one (1), if the Customer's Achieved Revenue Amount exceeds the IDAC Range associated with the Applied IDAC, Telephone Company will issue an additional credit due to Customer equating to the difference between the Earned IDAC and the Applied IDAC. The credit will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year.
- (c) For Term Years two (2) through seven (7), no Annual True-Up will be performed on the IDAC.

Example of Term Year 1 IDAC Annual True-Up:

If the Achieved Revenue Amount for Term Year one (1) is \$36,000,000, the Earned IDAC would be \$4,431,000. The IDAC applied for the 4th quarter would be equal to \$403,000 (\$4,431,000 – \$4,028,000).

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

- (1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 28 (“Contract Offer Subscription”), the Telephone Company will permit such transfer or assignment if the following conditions are met:

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee; and

the assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c) below, or if the assignee or transferee or its parent, has commenced or had initiated against it a voluntary receivership or bankruptcy proceeding.

- (a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission or;
- (b) 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 a rating organization for a possible downgrade or;
- (c) 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.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

- (2) The terms and conditions of the Contract Offer No. 28 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under this Contract Offer Subscription any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in subsections (i)-(iii) below (Options), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company within the time period described above stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date". None of the Options shall alter in any way the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including but not limited to any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline SONET MARC, IDC, IDC Ranges, IDCCs, IDACs and, IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period, to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under this Contract Offer Subscription, provided the following conditions are met:

- (1) One Hundred percent (100%) of the total combined billed recurring revenues for Qualified Access Services of Customer and the other entity must be included in the Contract Offer Subscription;

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(2) The Baseline MARC and Baseline SONET MARC will be adjusted according to the following formula:

- (a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus \$31,968,000. This shall be the "Combined Baseline MARC"; and,
- (b) The Baseline SONET MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the Option Exercise Date multiplied by four (4) plus \$3,430,000. This shall be the "Combined Baseline SONET MARC."

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus the Customer's current IDC. This shall be the "Combined IDC".

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier (“Option 1 Multiplier”), which equals the ratio of the Combined IDC to the Customer’s current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC Levels that are still available to the Customer, as defined in Section 22.28.4.

Example:

IDC = \$39,900,000

Current IDAC Level = 3

IDAC Range Minimum = \$38,681,000

IDAC Range Maximum = \$42,548,999

New Entity Revenue = \$25,000,000

Combined IDC = \$64,900,000 (\$39,900,000 plus \$25,000,000)

Option 1 Multiplier = 1.63

(\$64,900,000 / \$39,900,000)

Combined IDAC Range Minimum = \$63,050,030

(38,681,000 multiplied by 1.63)

Combined IDAC Range Maximum = \$69,354,868

(\$42,548,999 multiplied by 1.63)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC Associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(5) (Cont'd)

Example:

IDC = \$39,900,000

Current IDAC-Level = 3

IDAC = \$4,874,000

New Entity Revenue = \$25,000,000

Combined IDC = \$64,900,000 (\$39,900,000 plus
\$25,000,000)

Option 1 Multiplier = 1.63

(\$64,900,000 / \$39,900,000)

Combined IDAC = \$7,944,620 (\$4,874,000 multiplied by 1.63)

- (6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the terms and conditions of the Contract Offer No. 28 remain in effect for forty-eight (48) months after the Option Exercise Date; and
- (7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters of the Term Year as of Option Exercise Date, the combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.
- (a) If the Option Exercise Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(7) (Cont'd)

- (b) If the Option Exercise Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Number are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii): The Customer and Telephone Company shall endeavor to negotiate new Key Numbers for the period from the Option Exercise Date to the end of the Term Period, to allow for the combination of the billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under this Contract Offer Subscription provided the following conditions are met:

- (1) The Customer and Telephone Company shall each identify a team (composed of business and network subject matter experts) which shall negotiate new Key Numbers in good faith;
- (2) If these discussions do not result in mutual agreement on new Key Numbers within sixty (60) days of the date of the Option Exercise Date, either Customer or Telephone Company may provide written notice to the other requesting that each party appoint a knowledgeable, responsible representative(s) to meet and negotiate in good faith to agree upon new Key Numbers. The Customer and Telephone Company intend that these negotiations be conducted by non-lawyer, business representatives. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives;
- (3) The Customer and Telephone Company shall endeavor to reach agreement upon the new Key Numbers within one hundred twenty (120) days of the Option Exercise Date; and

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (ii): (Cont'd)

(4) If the Customer and Telephone Company cannot mutually agree upon new Key Numbers within the timelines outlined above, and the Customer does not wish to continue according to the rates, terms and conditions of this Contract Offer Subscription, the Customer may terminate the Contract Offer Subscription by giving thirty (30) days written notice to the Telephone Company. Upon such termination, the Telephone Company shall bill the Customer, and the Customer shall pay to the Telephone Company, termination liability charges as described below:

- (a) For termination that occurs between twelve (12) and twenty-four (24) months after the Effective Date, eighty percent (80%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 28; or
- (b) For termination that occurs after the first twenty-four (24) months after the Effective Date, fifty percent (50%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 28.

Option (iii): The Contract Offer Subscription shall be terminated as set forth within Section 22.28.8(A).

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22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets

If Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market"), in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer sends the written notice to the Telephone Company within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date". The Telephone Company will recalculate the Key Numbers as described below:

- (1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced, by either of the following methods, at the Customer's discretion ("Divested Revenue"):
 - (a) One hundred percent (100%) of the Divested Market's billed, recurring for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4); or
 - (b) A revenue amount that is less than the amount determined under subparagraph (a) above.
- (2) The Baseline SONET MARC will be reduced, by either of the following methods, at the Customer's discretion ("Divested SONET Revenue"):
 - (a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are SONET revenues for the three (3) months immediately preceding the notification multiplied by four (4); or
 - (b) A revenue amount that is less than the amount determined under subparagraph (a) above.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 1.

Determine the impact on total revenue by calculating the "Divestiture Percentage". The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals one hundred percent (100%) of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4) or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue minus the Divested Revenue from (B) (1).

Example:

Pre-Divest Revenue = \$40,000,000
Divested Revenue = \$2,900,000
Post-Divest Revenue = \$37,100,000
(\$40,000,000 - \$2,900,000)

Divestiture Percentage = 7%
(1-(\$37,100,000/\$40,000,000))

Step 2.

Determine the SONET multiplier that results from the divested SONET revenue by the following:

(a) Determine the "Post-Divest SONET Revenue" amount by subtracting the Divested SONET Revenue, as identified in (B) (2) above, from the Pre-Divested Market SONET revenue. The "Pre-Divest SONET Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the notification multiplied by four (4) or the Baseline SONET MARC, whichever is greater.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest SONET Revenue amount meets or exceeds the Baseline SONET MARC (\$3,430,000) the SONET multiplier equals 1.0.

Example:

Pre-Divest SONET Revenue = \$4,000,000
Divested SONET Revenue = \$500,000
Post-Divest SONET Revenue = \$3,500,000

(b) If the Post-Divest SONET Revenue amount is less than the Baseline SONET MARC, the ratio of Post-Divest SONET Revenue to Post-Divest Revenue ("Post Divest Ratio"), as identified in Step 1, will be determined.

Example:

Post-Divest Revenue = \$37,100,000
Post-Divest SONET Revenue = \$3,000,000
Post-Divest Ratio = 8%
(\$3,000,000 / \$37,100,000)

(c) If the Post-Divest Ratio is equal to or greater than 11%, the SONET multiplier equals 1.0.

(d) If the Post-Divest Ratio is below 11%, the ratio of Pre-Divest SONET Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue ("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:

Pre-Divest Revenue = \$40,000,000
Pre-Divest SONET Revenue = \$4,000,000
Pre-Divest Ratio = 10%
(\$4,000,000 / \$40,000,000)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(e) A SONET equalizer will be calculated by subtracting the Pre-Divest Ratio from 11% (“SONET Equalizer”). The SONET Equalizer will be added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:

Pre-Divest Ratio = 10%

SONET Equalizer = 1% (11% - 10%)

Post-Divest SONET Ratio = 8%

SONET Equalizer = 1%

Revised Post-Divest Ratio = 9%

(f) The following SONET multipliers will be applied based upon the revised Post-Divest Ratio(s):

(i) 11% or greater, a SONET multiplier of 1.0 will be used;

(ii) Less than 11%, but equal to or greater than 8%, a SONET multiplier of 1.25 will be used;

(iii) Less than 8%, but equal to or greater than 5%, a SONET multiplier of 1.50 will be used; or

(iv) Less than 5%, a SONET multiplier of 2.0 will be used. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

(f) (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the SONET multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer.

Example:

IDCC-Level equals 6
IDAC-Level equals 3
Divestiture % = 7%
SONET multiplier = 1.25
(assuming a revised Post-Divest Ratio of 9%)

Reduced IDCC = \$1,358,713
(1,489,000 – (1,489,000 X (.07 X 1.25)))

Reduced IDAC = \$4,447,525
(4,874,000 – (4,874,000 X (.07 X 1.25)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's billed, recurring revenues for Qualified Access Services are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

- (b) If the Divestiture Effective Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

22.28.7 WAMS-VIP Cell-Site Performance – Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (2) below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 28 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

- (1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 110 circuits, times 24 hours) or 148,320. This would be the denominator of the network availability equation.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(A) Description (Cont'd)

(1) Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company subtracted from the 148,320. If there were 8 reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be $((148,320-28)/148,320)$ or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E below provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9588%
2	99.9666%
3	99.9744%
4	99.9822%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

(1) The Telephone Company will apply one hundred dollars (\$100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell-site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability as specified in Table E above.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and,

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(B) (Cont'd)

- (2) The Telephone Company will provide Customer the ability to purchase Automatic Loop Transfer service at 25% discount off the monthly recurring rates described in ILL.C.C. No. 21, Section 21.5.2 for those cell sites that fail to meet the performance target, as specified in Table E above.

22.28.8 Termination

The Customer's subscription to this Contract Offer No. 28 shall terminate if Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 28.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 22.28.5(B)(1) and/or the Customer elects to terminate its subscription to Contract Offer No. 28 for reasons other than described in Section 22.28.6 (A)(6)(Option (ii) and/or Section 22.28.8(B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

- (1) Ten percent (10%) of the Baseline MARC divided by twelve (12) then multiplied by the number of months remaining in the Term Period; plus
- (2) Repayment of the IDCC, IDAC and SONET-ID given under Contract Offer No. 28 during the three (3) quarters preceding the termination date.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.8 Termination (Cont'd)

(A) Termination Liability (Cont'd)

Example:

Customer with a Baseline MARC of \$31,968,000 and an IDC of \$36,000,000 terminates its Contract Offer Subscription after forty-eight (48) months and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of \$553,500 and \$2,215,500, respectively, for the previous three quarters before termination. The termination liability charges would be:

$$((\$31,968,000/12) \times 10\% \times 36) + (\$553,500 + \$2,215,500) = \$12,359,400 \text{ termination liability charge.}$$

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

Example: DS1-Initial Rate Analysis

Product Category/Description	State	Zone	Term	Rate	Units	Total Cost
DS1 – Local Distribution Channel (LDC)	IL	2	36	\$25.00	4,000	\$100,000
DS1 - Channel Mileage Termination (CMT)				\$21.00	1,600	\$ 33,600
DS1 - Channel Mileage (CM-Per Mile)				\$16.40	1,000	\$ 16,400
DS1 Total					6,600	\$150,000

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

(N)

22.28.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rate	EOY Tariff Rate	% Rate Change
DS1	6600	\$150,000	\$122,000	
DS3	2000	\$ 90,000	\$ 70,000	
SONET	1000	\$300,000	\$200,000	
Total	9600	\$540,000	\$392,000	

27% = (1-(\$392,000/\$540,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

1. DS1 – Local Distribution Channel (LDC), Channel Mileage Termination (CMT) and Channel Mileage (CM) per mile,
2. DS3 – LDC, CMT and CM per mile and Multiplexing (MUX),
3. SONET – All SONET rate elements for Dedicated Ring Service (DRS), Optical Carrier Network Point-to-Point (OCN PTP), SONET Xpress, Gigabit Ethernet Metropolitan Area Network (GigaMAN) and Multi-service Optical Network (MON) Ring services.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer (Cont'd)

(N)

22.29.1 General Description

OC12 / OC-12c Point to Point Offer (Contract Offer No. 29) is an access discount offer that permits Customers located in the Chicago Metropolitan Statistical Area, to purchase one OC12/OC-12c Point to Point Service at the rates listed in Section 22.29.4.

Contract Offer No. 29 is only available July 10, 2004 through August 7, 2004.

22.29.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the OC-12 / OC-12c Point to Point Offer rates:

- (1) Contract Offer No. 29 is only available for circuits located in the following Metropolitan Statistical Area:
Pricing Flexibility MSA: Chicago, IL
- (2) Customer must be a current MVP Customer as described in ILL.C.C 21, Section 19.

(B) OC-12 / OC-12c Point to Point Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- (1) Optical Carrier Network (OCN) Point-To-Point Service (OC-12 / OC12c) – Illinois Bell Telephone Company Tariff ILL.C.C. No 21, Section 21.5.2.8 (B).
- (2) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.29 Contract Offer No. 29 – OC-12 / OC-12c Point to Point Offer (Cont'd)

(N)

22.29.3 Terms and Conditions

(A) Term Period

The contract term is two (2) years (Term Period) commencing on the date billing begins. Billing commences no later than 29 days after the Telephone Company's completion of the access service order. This offer is not renewable.

If at the expiration of the Customer's contract Term Period, Customer elects to continue service, Customer shall select from payment options in Sections 21.5.2.8 (B) for Contract Offer No. 29 and any other OC-12 / OC-12c services. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.

Rate stability under contract term applies only to the rates specific to Contract Offer No. 29 as listed in Section 22.29.4. Purchase of the services listed above under Contract Offer No. 29 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and 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 Contract Offer No 29.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer (Cont'd)

(N)

22.29.3 Terms and Conditions (Cont'd)

- (B) Contract Offer No. 29 is only available July 10, 2004 through August 7, 2004.
- (C) In order to subscribe to Contract Offer No. 29 a Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).
- (D) If the Customer should discontinue service under Contract Offer No. 29 during the Term Period, termination liability charges will apply in accordance with Section 22.29.5.
- (E) If, after the Telephone Company receives the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges which are the actual costs incurred by the Telephone Company up to the date of cancellation.
- (F) If the Customer requests additional service features and functions not included in 22.29.4, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.
- (G) Customer may not resell any capacity on services covered under this Contract Offer No. 29 to a third party.
- (H) Service must be a new installation.
- (I) Customer is limited to purchasing one OC-12 / OC-12c Point to Point Service.
- (J) Mileage on the OC-12 / OC12c PTP service is limited to 0-4 miles.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer (Cont'd)

(N)

22.29.3 Terms and Conditions (Cont'd)

(K) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with services offered in Contract Offer No. 29.

(L) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 29 pursuant to ILL.C.C. No. 21, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in ILL.C.C. No. 21, 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% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or;

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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
- "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer (Cont'd)

(N)

22.29.4 Rates and Charges

OC-12/OC-12c Point to Point Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the OC-12/OC-12c Point to Point Service

Nonrecurring Charges (NRC):

Administrative Charge Per Order	\$ 60.00
Design and Central Office Connection Charge per circuit	375.00
Customer Connection Charge per Termination	450.00

Monthly Recurring Charges (MRC):

OC-12/OC-12c Point to Point Service	10,000.00
-------------------------------------	-----------

The OC-12/OC-12c Point to Point Service MRC includes the following components:

OC-12c Point to Point	Quantity
Local Distribution Channel (LDC)	2
Channel Mileage Termination	2
Channel Mileage per mile	0-4

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer (Cont'd)

(N)

22.29.5 Termination Liability

If Customer terminates Contract Offer No. 29 before the completion of the term period for any reason, Customer will 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 22.29.2 or the Terms and Conditions in Section 22.29.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

75% of all recurring charges for the balance of the Customer's two (2) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 75%)

Example: Customer with a \$23,323 monthly recurring rate terminates service after one (1) year and has twelve (12) months remaining in a two (2) year term plan. The termination liability would be calculated as:

$\$23,323 \times 12 \times 75\% = \$209,907$ termination liability charge.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (N)

22.30.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.
- (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

(N)

22.30.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- (1) Champaign-Urbana, IL
- (2) Chicago, IL
- (3) Decatur, IL
- (4) Rockford, IL
- (5) Springfield, IL

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

(N)

22.30.2 Contract Terms

- (A) Contract Offering No. 30 is available during the purchase period, which begins August 6, 2004 and ends October 31, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 30.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 30 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

(N)

22.30.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.30.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 30 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 30 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 30 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 30 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 30.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 30 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.30.2 (K).

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

(N)

22.30.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 30 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

$(\text{Monthly rate}) \times (\text{Months remaining in initial contract term}) \times (50\%)$

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 30 terminated and the termination charges described in 22.30.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.30.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 30 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.30.2 (I) when all of the following conditions are met:

- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
- (2) The new service is provided to the same end user's premises to which Contract Offering No. 30 was provided, and,
- (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 30, and,
- (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 30.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

(N)

22.30.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 30 terminated. If Contract Offering No. 30 is terminated during the initial contract term, the termination charges described in 22.30.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.30.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.30.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.30.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

(N)

22.30.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	\$350.00	\$1,000.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (N)

22.31.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.
- (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

(N)

22.31.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- (1) Champaign-Urbana, IL
- (2) Chicago, IL
- (3) Decatur, IL
- (4) Rockford, IL
- (5) Springfield, IL

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

(N)

22.31.2 Contract Terms

- (A) Contract Offering No. 31 is available during the purchase period, which begins August 6, 2004 and ends October 31, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 31.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 31 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

(N)

22.31.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.31.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 31 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 31 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 31 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 31 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 31.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 31 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.31.2 (K).

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term
(Cont'd)

(N)

22.31.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 31 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 31 terminated and the termination charges described in 22.31.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 31 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.31.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 31 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 31, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 31.
- (L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service - Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

(N)

22.31.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 31 terminated. If Contract Offering No. 31 is terminated during the initial contract term, the termination charges described in 22.31.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.31.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.31.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.31.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

(N)

22.31.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$310.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term

(N)

22.32.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:
 - (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
 - (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.32.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- (1) Champaign-Urbana, IL
- (2) Chicago, IL
- (3) Decatur, IL
- (4) Rockford, IL
- (5) Springfield, IL

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.32.2 Contract Terms

- (A) Contract Offering No. 32 is available during the purchase period, which begins August 6, 2004 and ends October 31, 2004.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 32.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 32 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.32.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.32.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 32 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 32 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 32 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 32 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 32.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 32 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.32.2 (K).

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.32.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 32 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 32 terminated and the termination charges described in 22.32.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 32 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.32.2 (I) when all of the following conditions are met:

- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
- (2) The new service is provided to the same end user's premises to which Contract Offering No. 32 was provided, and,
- (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 32, and,
- (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 32.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service - Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.32.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 32 terminated. If Contract Offering No. 32 is terminated during the initial contract term, the termination charges described in 22.32.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.32.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.32.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.32.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.32.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$250.00	\$ 0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

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22. Pricing Flexibility Contract Offerings (Cont'd)

23.33 Contract Offering No. 33 - OC-48 Dedicated Ring Offer

(N)

Contract Offer No. 33 was specific to the states of Michigan and Ohio and is not applicable to Illinois.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer

(N)

22.34.1 General Description

Dedicated Ring Service Offer (Contract Offer No. 34) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.34.5 for the purchase of one (1) new OC-12 Dedicated Ring Service, one (1) new OC-192 Dedicated Ring Service and associated new DS3 and DS1 special access transport bandwidth, that together make up an OC-12 and OC-192 Dedicated Ring network.

22.34.2 Eligibility Criteria

- (A) The following eligibility criteria must be met in order to purchase Contract Offer No. 34:
- (1) Service must be located in Pricing Flexibility MSA: Chicago, Illinois;
 - (2) Customer must purchase one (1) new OC-12 and one (1) new OC-192 Dedicated Ring Service within three (3) months of subscribing to Contract Offer No. 34; and
 - (3) All traffic must originate or terminate at a Mobile Switching Center (MSC).
- (B) Contract Offer No. 34 applies to pricing flexibility qualified access services contained in the following tariff sections:
- (1) OC-12 and OC-192 Dedicated Ring Service – Illinois Bell Telephone Company, ILL. CC. No. 21, Section 21 and
 - (2) DS1 Service and DS3 Service – Illinois Bell Telephone Company, ILL. CC. No. 21, Section 21.
- (C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years, (Term Period) commencing on the date billing begins. Billing commences for the new OC-12 and OC-192 Dedicated Ring Service no later than 30 days after the Telephone Company's completion of access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

- (1) Section 7 for OC-12 and OC-192 Dedicated Ring Service;
- (2) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3, the services will be converted to the monthly or monthly extension rates found in Section 21.5.2 or Section 7; and for OC-12 and OC-192 Dedicated Ring, the services will be converted to the monthly or monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 34 as listed in Section 22.34.5. Purchase of the services listed above under Contract Offer No. 34 are also subject to certain rates, charges and general terms and conditions in other sections of ILL. CC. Tariff No. 21 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in Contract Offer No 34.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

- (1) This Contract Offer No. 34 is only available September 29, 2004 through November 18, 2004;
- (2) OC-12, OC-192 Dedicated Rings, DS1 and DS3 discounted rates, as described in Section 22.34.5 must be for new installations only;
- (3) The rates to be paid by the customer pursuant to this Contract Offer 34, shall include twenty-two (22) existing Automatic Protection Switching (APS) circuits for the Term Period of this contract;
- (4) Customer must submit a Letter of Authorization/Firm Order Commitment (LOA-FOC);
- (5) If the Customer should discontinue service under Contract Offer No. 34 during the Term Period, termination liability charges will apply in accordance with Section 22.34.6;
- (6) Customer must subscribe to the services available under this Contract Offer No. 34 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;
- (7) If, after the Telephone Company receives the Letter of Authorization/Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;
- (8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 34, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;
- (9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 34 that might be offered by the Telephone Company for services covered under this Contract Offer 34; and
- (10) Services under Contract Offer No. 34 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(11) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 34 pursuant to ILL. C.C. No. 21, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in ILL.C.C. No. 21, 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% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or;

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.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.4 Upgrade Option

(A) If the Customer requests that the new OC-12 and/or OC-192 Dedicated Ring Service be converted to a different higher grade service in the same MSA as covered under this contract offering, such conversions are subject to the following conditions:

- (1) The aggregate of the monthly payments of the upgraded service over the term of such service (the "Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments of the remaining Term Period (the "Existing Service Revenue Value").
- (2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.
- (3) Otherwise the Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 34 and termination liability charges as determined in accordance with Section 22.34.6. will apply.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.5 Rates and Charges

(A) OC-12 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new OC-12 Dedicated Ring Service:

Nonrecurring Charges (NRC):

Administrative Charge-OC-12 (ORCMX)	\$ 60.00
Design and Central Office Connection Charge-OC-12 (NRBCL)	600.00

Monthly Recurring Charges (MRC):

OC-12 Dedicated Ring Service	\$15,778.00
------------------------------	-------------

The OC-12 Dedicated Ring Service MRC includes the following components:

OC-12 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5DX	1
Central Office Node	FC5DX	2
Mileage	IL5XX	31

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.5 Rates and Charges (Cont'd)

(B) OC-12 Dedicated Ring Additional Services Rates and Charges:

Customer may subscribe to the following additional OC-12 Dedicated Ring services at the MRC rates below:

OC-12 Dedicated Ring	USOC	MRC
OC-12 Node (Per Node)	FP5DX	\$3,542.00
	FP5DA	2,410.00
	FC5DX	
OC3 Ports @ OC12 Node	SPREX	138.00
DS3 Ports @ OC-12	SPRCX	110.40
Mileage	IL5XX	239.20

If a node is added after the initial installation of the OC-12 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

(C) OC-192 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new OC-192 Dedicated Ring Service:

Nonrecurring Charges (NRC):

Administrative Charge-OC-192 (ORCMX)	\$ 60.00
Design and Central Office Connection Charge-OC-192 (NRBCL)	2,250.00

Monthly Recurring Charges (MRC):

OC-192 Dedicated Ring Service	\$183,172.00
-------------------------------	--------------

The OC-192 Dedicated Ring Service MRC includes the following components:

OC-192 Dedicated Ring	USOC	Quantity
Customer Premise Node	GP5AX	3
Central Office Node	GC5AX	4
Add/Drop Capability	MXRGX	7
Mileage	IL5XX	75

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.5 Rates and Charges (Cont'd)

(D) OC-192 Dedicated Ring Additional Services Rates and Charges:

Customer may subscribe to the following additional OC-192 Dedicated Ring services at the MRC rates below:

OC-192 Dedicated Ring	USOC	MRC
OC-192 Node (Per Node)	GP5DX	\$20,240.00
	GP5AA	18,078.00
	GC5AX	
Additional Add/Drop Capability, Per Arrangement	MXRGX	4,600.00
Optical to Electrical	MXJGX	1,840.40
Mileage, Per Mile OC-192	IL5XX	239.20
Ports – DS3 at OC-192 Node	S9QGX	93.50
Ports – OC12 at OC192 Node	S9NGX	345.00

If a node is added after the initial installation of the OC-192 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.5 Rates and Charges (Cont'd)

(E) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the OC-12 and/or OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	\$ 94.76
Zone 2	TZ4X2	102.12
Zone 3	TZ4X3	112.24
Zone 4	TZ4X4	120.52
Zone 5	TZ4X5	127.88

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	\$34.87
Zone 2	CZ4X2	35.51
Zone 3	CZ4X3	42.69
Zone 4	CZ4X4	51.29
Zone 5	CZ4X5	53.13

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	\$14.03
Zone 2	1YZX2	14.49
Zone 3	1YZX3	14.77
Zone 4	1YZX4	15.23
Zone 5	1YZX5	16.24

When a DS1 is added to the OC-12 or OC-192 Dedicated Ring, the DS1 will be co-terminus with the initial Term Period.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.5 Rates and Charges (Cont'd)

(F) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the OC-12 and/or OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	\$1,104.00
Zone 2	TZUP2	1,113.20
Zone 3	TZUP3	1,168.40
Zone 4	TZUP4	1,196.00
Zone 5	TZUP5	1,205.20

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	\$242.88
Zone 2	CZ4X2	248.40
Zone 3	CZ4X3	270.48
Zone 4	CZ4X4	318.32
Zone 5	CZ4X5	322.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	\$54.05
Zone 2	1YZX2	56.35
Zone 3	1YZX3	58.65
Zone 4	1YZX4	67.62
Zone 5	1YZX5	69.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	\$428.72
Zone 2	QM3X2	437.00
Zone 3	QM3X3	450.80
Zone 4	QM3X4	473.80
Zone 5	QM3X5	483.00

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

(N)

22.34.5 Rates and Charges (Cont'd)

(F) (Cont'd)

(4) (Cont'd)

When a DS3 is added to the OC-12 or OC-192 Dedicated Ring, the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months.

22.34.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 34 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a \$200,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$\$200,000 \times 24 \times 50\% = \$2,400,000$ termination liability charge.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack
(WAMS-WinBack)

Contract Offer No. 35 was specific to the state of Wisconsin and is not applicable to Illinois.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack
(WAMS-WinBack)

Contract Offer No. 35 was specific to the state of Ohio and is not applicable to Illinois.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer

Contract Offer No. 37 was specific to the state of Ohio and is not applicable to Illinois.

(N)

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term22.38.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
- (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term
(Cont'd)

22.38.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL;

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service –One Year Term
(Cont'd)**22.38.2 Contract Terms**

- (A) Contract Offering No. 38 is available during the purchase period, which begins November 4, 2004 and ends April 29, 2005.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 38.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 38 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

(N)

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term
(Cont'd)

22.38.2 Contract Terms (Cont'd)

(B) (Cont'd)

- (7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.38.3 (B).
- (A) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.
- (B) The initial contract term for Contract Offering No. 38 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.
- (C) At the conclusion of the initial contract term, Contract Offering No. 38 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 38 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 38 upon thirty days written notice any time following the completion of the initial contract term.
- (D) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.
- (E) No other discount pricing plans apply.
- (F) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 38.
- (G) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 38 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.38.2 (K).

(N)

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service –One Year Term
(Cont'd)22.38.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 38 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

- (A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 38 terminated and the termination charges described in 22.38.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.38.3 (B).
- (B) The customer may elect to discontinue Contract Offering No. 38 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.38.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 38 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 38, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 38.
- (C) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms.

(N)

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term
(Cont'd)22.38.2 Contract Terms (Cont'd)

(L) (Cont'd)

These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 38 terminated. If Contract Offering No. 38 is terminated during the initial contract term, the termination charges described in 22.38.2 (I) apply.

- (A) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.
- (B) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:
- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.38.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (C) A failure to meet the negotiated service intervals described in 22.38.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.38.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.38.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and **Charges**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$350.00	\$1,000.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term

22.39.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
- (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term
(Cont'd)

22.39.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)**22.39.2 Contract Terms**

- (A) Contract Offering No. 39 is available during the purchase period, which begins November 4, 2004 and ends April 29, 2005.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 39.
 - (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
 - (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
 - (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
 - (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 39 is the initial contract term.
 - (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
 - (6) Intentionally left blank.

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.39.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 39 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 39 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 39 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 39 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 39.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 39 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.39.2 (K).

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term
(Cont'd)22.39.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 39 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(D) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 39 terminated and the termination charges described in 22.39.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 39 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.39.2 (I) when all of the following conditions are met:

- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
- (2) The new service is provided to the same end user's premises to which Contract Offering No. 39 was provided, and,
- (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 39, and,
- (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 39.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)22.39.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 39 terminated. If Contract Offering No. 39 is terminated during the initial contract term, the termination charges described in 22.39.2 (I) apply.

- (L) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.
- (N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:
 - (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
 - (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.39.1 (B).
 - (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (O) A failure to meet the negotiated service intervals described in 22.39.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.39.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	\$310.00	\$0.00	DZS1P	1ZZPZ
Renewal Term	\$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term22.40.1 General Description

- (A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single intrastate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

- (B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

- (1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.
- (2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term
(Cont'd)

22.40.1 General Description (Cont'd)

(B) (Cont'd)

- (3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.
- (4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.
- (5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term
(Cont'd)

22.40.2 Contract Terms

- (A) Contract Offering No. 40 is available during the purchase period, which begins November 4, 2004 and ends April 29, 2005.
- (B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 40.
- (1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.
- (2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.
- (3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.
- (4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 40 is the initial contract term.
- (5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.
- (6) Intentionally left blank.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term
(Cont'd)22.40.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.40.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(A) The initial contract term for Contract Offering No. 40 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 40 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 40 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 40 upon thirty days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 40.

(F) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 40 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.40.2 (K).

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term
(Cont'd)22.40.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 40 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

$$(\text{Monthly rate}) \times (\text{Months remaining in initial contract term}) \times (50\%)$$

- (A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 40 terminated and the termination charges described in 22.40.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.
- (K) The customer may elect to discontinue Contract Offering No. 40 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.40.2 (I) when all of the following conditions are met:
- (1) The customer establishes a new intrastate special access service of equal or greater capacity, and,
 - (2) The new service is provided to the same end user's premises to which Contract Offering No. 40 was provided, and,
 - (3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 40, and,
 - (4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 40.
- (L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings**22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)22.40.2 Contract Terms (Cont'd)

(L) (Cont'd)

If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 40 terminated. If Contract Offering No. 40 is terminated during the initial contract term, the termination charges described in 22.40.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

- (1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.
- (2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.40.1 (B).
- (3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.40.2

(B) will result in a customer credit of the applicable nonrecurring charges identified in 22.40.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

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22. Pricing Flexibility Contract Offerings

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.3 Rate Regulations

(A) Types of Rate and Charges

- (1) Nonrecurring charges are one-time charges that apply for specific work activities.
 - (a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.
 - (b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.
- (2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.
 - (a) A monthly rate applies during the initial contract term and during a renewal term.
 - (b) Intentionally left blank.

(B) Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>CRIS USOC</u>	<u>CABS USOC</u>
Initial Contract Term	\$200.00	\$0.00	DZS1P	1ZZPZ
Renewal Term	425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	100.00	NR9DT	N/A

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer

(N)

Contract Offer No. 41 was specific to the state of Wisconsin and is not applicable to Illinois.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer

(N)

22.42.1 General Description

OC-48 Dedicated Ring Service (Contract Offer No. 42) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to renew an existing 60-month Term Pricing Plan (TPP) for an additional 12 months with an option to renew annually for three (3) consecutive years at the rates described in Section 22.42.5 for OC-48 rings. Customers must meet the eligibility criteria described in Section 22.42.3. Contract Offer No. 42 is only available in the MSA listed in Section 22.42.4(B) (1).

Contract Offer No. 42 is available to Customers with an OC-48 Dedicated Ring Service with four (4) nodes and an existing 60-month TPP which has or will expire by November 30, 2004. The OC-48 Dedicated Ring Service may include additional DS3 and DS1 Services.

Contract Offer No. 42 is only available between November 25, 2004, and December 13, 2004 and is not renewable.

22.42.2 Services Available Under OC-48 Dedicated Ring Service Offer

- (A) Contract Offer No. 42 applies to pricing-flexibility-qualified access services contained in the following tariff sections:
- (1) OC-48 Dedicated Ring Service – Illinois Bell Telephone Company Tariff III. C.C. No. 21, Section 7 and 21 for MSAs.
 - (2) DS1 Service and DS3 Service – Illinois Bell Telephone Company Tariff III. C.C. No. 21, Section 7 and 21 for MSAs.
- (B) All terms and conditions for the qualified services listed above are governed by their respective tariff sections, except as noted herein.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

(N)

22.42.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Service Offer:

- (1) Service must be a pricing-flexibility-qualified service as described in Section 22.42.2(A);
- (2) Service must be located in the MSA listed in 22.42.4(B) (1); and
- (3) Contract Offer No. 42 is available to Customers with an OC-48 Dedicated Ring Service with four (4) nodes, and an existing 60-month TPP which has or will expire by November 30 2004 or the promotion in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 17.2 (11) to qualify for Contract Offer No. 42.

22.42.4 Terms and Conditions(A) Term Period

The contract term (Term Period) is 12 months (1 year), commencing on the date the Telephone Company completes the access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is renewable annually for three (3) consecutive years.

At the expiration of the Term or Renewal Period, the Customer may choose from payment options in accordance with the regulations as described in:

- (1) Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 21 for OC-3, OC-12 and OC-48 Dedicated Ring Service, DS1 and DS3 Services.

If, at expiration, the Customer does not choose a payment option described above, or does not choose to disconnect service, the services will be converted to monthly extension rates found in Ill. C.C. No. 21, Section 21.5.2.7 for DS1 and DS3 or the monthly extension rates found in Ill. C.C. No. 21, Section 21.5.2.9 for OC-48 Dedicated Ring Service.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

(N)

22.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

- (1) Contract Offer 42 is only available for circuits located in the following Metropolitan Statistical Area (MSA):
 - (a) Phase 1 Pricing-Flexibility MSA: Chicago, IL
- (2) Contract Offer 42 is only available November 25, 2004 through December 13, 2004.
- (3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).
- (4) If the Customer should discontinue service under Contract Offer 42 during the Term Period, termination liability charges will be determined in accordance with Section 22.42.6.
- (5) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 5.
- (6) Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 42, as described in Section 22.42.5.
- (7) Purchase of the services listed above under Contract Offer 42 are also subject to general terms and conditions of Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the regulations described in Contract Offer No. 42.
- (8) If, after the Telephone Company received the Letter of Authorization-Firm Order Commitment (LOA-FOC), but before service begins, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer must pay the cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

(N)

22.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

- (9) During the Term Period, the Customer may issue service orders increasing nodes or mileage of the OC-48 Dedicated Ring Network, not to exceed the limits listed below. Appropriate rates will apply for the additions as set forth in Section 22.42.5.

OC-48 Dedicated Ring	4 Nodes
Dedicated Ring Mileage	22 Miles

- (10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with Contract Offer No. 42.
- (11) Revenues under this Contract Offer will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 19.
- (12) Customers who subscribe to Contract Offer 42 may move DS1 and DS3 (Node to Node on Ring) circuits that are on the ring (as described in Illinois Bell Telephone Company Tariff ILL.C.C. 21, section 7.2.11), and will not incur termination liability. Circuits that traverse off the ring incur termination liability for the respective service, i.e., DS1, DS3 in Tariff ILL.C.C. 21, Section 7 and 21. Disconnect orders associated with node to node moves do not have to be coordinated with add orders provided the following condition is met:
 - (a) New service location is within the Chicago MSA.
- (13) Customers who subscribe to Contract Offer 42 may disconnect DS1 and DS3 ring port to port services as listed in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Sections 7 and 21 without changing the Term Period or incurring termination liability.
- (14) If the Customer requests modifications to Contract Offer 42 network design originally constructed for the Customer under Contract Offer 42, the Customer must pay the Telephone Company time and material charges for each modification, as described in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.
- (15) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions, the Customer must pay the tariff rates for those additions, as contained in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 7-Special Access and 21-Metropolitan Statistical Area Access Services.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

(N)

22.42.5 Rates and Charges

All rates and charges for renewal Term Periods are found in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 21.5.2.9.

22.42.6 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 7.4.10(C). If the Customer terminates Contract Offer No. 42 before the completion of the Term or Renewal Period for any reason, the Customer must pay to the Telephone Company termination liability charges, as described in this section. The termination liability charges shall become due as of the effective date of the cancellation or termination of service, and are payable as described in Illinois Bell Telephone Company Tariff ILL.C.C. No. 21, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's one (1) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a \$20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$$\$20,000 \times 10 \times 50\% = \$100,000 \text{ termination liability charge.}$$

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer

(N)

Contract Offer No. 43 has specific eligibility criteria making it an interstate only offering available out of tariff FCC No. 2 and therefore is not available on an intrastate basis.

(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service**22.44.1 General Description**

OC-12 Dedicated SONET Ring Service (DSRS)(Contract Offer No. 44) is an access discount plan that permits Customers located in Phase 1 and 2 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts on a new OC-12 DSRS and subtending DS3s, as described in Section 22.44.6. The Customer must meet the eligibility criteria described in Section 22.44.3. Customer will receive discounts based on the terms and conditions contained in Section 22.44.4. This Contract Offer is available in the MSAs listed in Section 22.44.4(B) 1. This Contract Offer No. 44 is only available December 18, 2004, through January 9, 2005.

22.44.2 Services Available Under Contract Offer No. 44

(A) Contract Offer No. 44 applies to pricing flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

- (1) OC-12 Dedicated SONET Ring – Illinois Bell Telephone Company Tariff ILL.C.C. No 21, Section 21.5.2.9.
- (2) DS1 and DS3 High Capacity Service - Illinois Bell Telephone Company Tariff ILL.C.C. No 21, Section 21.5.2.7.

All terms and conditions for the qualified services listed above are governed by the respective tariff sections as noted herein.

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)**

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)**22.44.3 Contract Offer No. 44 - Eligibility Criteria**

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 44 discounts:

- (1) Service must be a pricing –flexibility-qualified service listed in Section 22.44.2(A);
- (2) Service must be located in an MSA listed in Section 22.44.4 (B) (1);
- (3) Customer must purchase a new OC-12 DSRS; and
- (4) Customer must purchase seven (7) subtending DS3 circuits.

22.44.4 Contract Offer No. 44 - Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date billing begins. Billing commences no more than 30 days following the Telephone Company's completion of the service order. This offer is not renewable.

If the Customer elects to continue service at the expiration of the Term Period, the Customer must select from payment options outlined in Section 7.5.10 for Phase 1 MSAs and Section 21.5.2.9, for Phase 2 MSAs. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.5.10 for Phase 1 MSAs and Section 21.5.2.9 for Phase 2 MSAs.

Rate stability under Contract Offer No. 44 applies only to the rates specific to this Contract Offer as outlined in Table A in Section 22.44.5. Purchase of the Subject Services listed above are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 21.5), as applicable. Such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.4 Contract Offer No. 44 - Terms and Conditions (Cont'd)

(B) Terms and Conditions

- (1) Contract Offer No. 44 is only available for facilities located in the following Metropolitan Statistical Areas: Chicago, Illinois;
- (2) Contract Offer No. 44 is only available December 18, 2004, through January 9, 2005;
- (3) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.44.7;
- (4) Customer must subscribe to the services available under Contract Offer No. 44 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched & Special Access Service;
- (5) Customer must order a new OC-12 Dedicated SONET Ring Service and seven (7) DS3 circuits;
- (6) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);
- (7) If, after the Customer submits the LOA-FOC, the Customer cancels the service order, 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;
- (8) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 44 that might be offered by the Telephone Company for services covered under this Contract Offer No. 44.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.4 Contract Offer No. 44 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 44 pursuant to ILL.C.C. No. 21, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in ILL.C.C. No. 21, 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% of the equity of the proposed assignee or transferee, are rated below investment grade, as defined by the Securities and Exchange Commission, or;

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.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.5 Contract Offer No. 44 Rates

- (A) The customer must pay Nonrecurring Charges (NRC) and Monthly Recurring Charges (MRC) for the following Rate Elements.

Table A

Rate Element	Description	Quantity	MRC per each Element	Total MRC	NRC
OC-12	Customer Prem Node	1	\$2,600.00	\$2,600.00	\$0.00
OC-12	Central Office Node	2	1,775.00	3,550.00	0.00
OC-12	Mileage	11	115.00	1,265.00	0.00
CO Mux	DS3 to DS1 (Zone 2)	2	320.00	640.00	0.00
Port	DS3 at OC-12	14	81.00	1,134.00	0.00
OC-12	Admin, Design, CO Conn	1	0.00	0.00	0.00
Total				\$9,189.00	\$0.00

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.8 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in section 7.4.16. If Customer terminates Contract Offer No. 44 before the completion of the term period for any reason, the Customer agrees to pay The Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 22.44.3 or the Terms and Conditions in Section 22.44.4, termination liability charges will apply. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described in section 7.4.16. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customers three (3) year Term Period for the Subject Service that the customer has terminated.
- All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.13 for Phase 1 MSAs and Section 21.5.2.13 for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by
(Termination percentage of 50%)

Example: A Customer with a \$20,000 monthly rate on a Subject Service terminates service after two years and has 12 months remaining in a three year billing period. The termination liability charge would be calculated as:

$$\$20,000 \times 12 \times 50\% = \$12,000 \text{ termination liability charge}$$

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer

22.45.1 General Description

Dedicated Ring Service Renewal Offer (Contract Offer No. 45) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.45.5 for the renewal of three (3) existing OC-48 Dedicated Ring Services and associated renewal of existing DS1 and DS3 special access transport bandwidth, that together make up the OC-48 Dedicated Ring Network.

22.45.2 Eligibility Criteria

- (A) The following eligibility criteria must be met in order to receive the Contract Offer No. 45 discount:
 - (1) Service must be located in the following Pricing Flexibility MSA: Chicago, IL;
 - (2) Customer must renew three (3) existing OC-48 Dedicated Ring Services and DS1 and DS3 services subtending the OC-48 Dedicated Ring Services at the rates listed in Section 22.45.5(A);
 - (3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

- (B) Contract Offer No. 45 applies to pricing flexibility qualified access services contained in tariff sections:
 - (1) OC-48 Dedicated Ring Service - Illinois Bell Telephone Company Tariff ILL.C.C. No 21, Section 21; and
 - (2) DS1 Service and DS3 Service – Illinois Bell Telephone Company Tariff ILL.C.C. No 21, Section 21.

- (C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

- (1) ILL.C.C. No. 21, Section 7 for OC-48 Dedicated Ring Service; and
- (2) ILL.C.C. No. 21, Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for the OC-48 Dedicated Ring Service, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 45, as listed in Section 22.45.5. Purchase of the services listed above under Contract Offer No. 45 are also subject to certain rates, charges and general terms and conditions in other sections of ILL.C.C. Tariff No. 21 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period and such tariff modifications will not change the terms and conditions described in Contract Offer No 45.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

- (1) Contract Offer No. 45 is only available December 18, 2004 through January 11, 2005;
- (2) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);
- (3) If the Customer should discontinue service under Contract Offer No. 45 during the Term Period, termination liability charges will apply in accordance with Section 22.45.6;
- (4) If the Customer requests additional ports, nodes, miles or other SONET services not in service at the time the Customer subscribes to this Contract Offer 45, the Customer will pay the rates for those additions as contained in Section 22.45.5 (B);
- (5) If the Customer requests modifications to the network design currently existing for the Customer under Contract Offer No. 45, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;
- (6) Customer must subscribe to the services available under this Contract Offer No. 45 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;
- (7) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 45 that might be offered by the Telephone Company for services covered under this Contract Offer 45; and;
- (8) Services under Contract Offer No. 45 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 45 pursuant to ILL.C.C. No. 21, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in ILL.C.C. No. 21, 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% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or;

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:

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

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

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.4 Upgrade Option

(A) If the Customer requests that the renewed OC-48 Dedicated Ring Service(s) be converted to a different higher grade service in the same MSA covered under this Contract Offer No. 45, such conversions are subject to the following conditions:

- (1) The aggregate of the monthly payments, with respect to the upgraded service over the term of such service ("Upgrade Service Revenue Value"), must be equal to or greater than the aggregate of the monthly Payments, with respect to Contract Offer No. 45, over the remainder of the Term Period ("Existing Service Revenue Value");
- (2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer must make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade; and
- (3) The Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 45, and termination liability charges, as determined in accordance with Section 22.45.6., will apply.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.5 Rates and Charges

- (A) OC-48 Dedicated Ring Service Renewal Rate is a flat Monthly Recurring Charge (MRC) for each OC-48 Dedicated Ring with the capacity limits listed below:

MRC = \$42,834

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	2
Central Office Node	FC5EX	4
Add/Drop Capability	MPEFX	11
Mileage	IL5XX	44
Dedicated Ring Regenerator	RGY	2

MRC = \$42,375

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	2
Central Office Node	FC5EX	3
Add/Drop Capability	MPEFX	10
Mileage	IL5XX	53
Dedicated Ring Regenerator	RGY	3

MRC = \$19,242

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Add/Drop Capability	MPEFX	8
Mileage	IL5XX	11

- (B) OC-48 Dedicated Ring Renewal Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Customer Premise Node	FP5EX	\$3,903.56
Central Office Node	FC5EX	3,469.32
Add/Drop Capability	MPEFX	799.48
DS3 Ports	SPRKX	91.08
Mileage	IL5XX	182.16
Dedicated Ring Regenerator	RGY	2,170.28

If a node is added to the OC-48 Dedicated Ring Service(s), the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the Customer will be billed for that node at the MRC for a minimum period of 12 (twelve) months.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.5 Rates and Charges (Cont'd)

(C) All existing DS1 Services subtending the three (3) renewed OC-48 DRS will be renewed at the rates listed below:

- (1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC – Zone	USOC	MRC
Zone 1	TZ4X1	\$93.15
Zone 2	TZ4X2	93.15
Zone 3	TZ4X3	93.15
Zone 4	TZ4X4	93.15
Zone 5	TZ4X5	93.15

- (2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT – Zone	USOC	MRC
Zone 1	CZ4X1	\$20.53
Zone 2	CZ4X2	20.53
Zone 3	CZ4X3	20.53
Zone 4	CZ4X4	20.53
Zone 5	CZ4X5	20.53

- (3) Channel Mileage (CM) – Per Mile – Bit Rate 1.544 Mbps:

DS1 Service CM – Zone	USOC	MRC
Zone 1	1YZX1	\$11.46
Zone 2	1YZX2	11.46
Zone 3	1YZX3	11.46
Zone 4	1YZX4	11.46
Zone 5	1YZX5	11.46

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.5 Rates and Charges (Cont'd)

(D) All existing DS3 services will be renewed at the rates listed below:

- (1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate
-
- 44.736 Mbps:

DS3 Service LDC – Zone	USOC	MRC
Zone 1	TZUP1	\$993.60
Zone 2	TZUP2	993.60
Zone 3	TZUP3	993.60
Zone 4	TZUP4	993.60
Zone 5	TZUP5	993.60

- (2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating:

DS3 Service CMT – Zone	USOC	MRC
Zone 1	CZ4X1	\$233.35
Zone 2	CZ4X2	233.35
Zone 3	CZ4X3	233.35
Zone 4	CZ4X4	233.35
Zone 5	CZ4X5	233.35

- (3) Channel Mileage (CM) – Per Mile:

DS3 Service CM – Zone	USOC	MRC
Zone 1	1YZX1	\$33.53
Zone 2	1YZX2	33.53
Zone 3	1YZX3	33.53
Zone 4	1YZX4	33.53
Zone 5	1YZX5	33.53

- (4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 Mux – Zone	USOC	MRC
Zone 1	QM3X1	\$421.29
Zone 2	QM3X2	421.29
Zone 3	QM3X3	421.29
Zone 4	QM3X4	421.29
Zone 5	QM3X5	421.29

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 45 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of Contract Offer No. 45 shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a \$45,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$\$45,000 \times 24 \times 50\% = \$540,000$ termination liability charge.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer

Contract Offer No. 46 was specific to the state of Wisconsin and is not applicable to Illinois.

(N)

(N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer

Contract Offer No. 47 has specific eligibility criteria making it an interstate only offering available out of tariff FCC No. 2 and therefore is not available on an intrastate basis.

22.48 Contract Offer No. 48– DS1, DS3 Service Offer

Contract Offer No. 48 is being made available on an interstate only basis out of Ameritech tariff FCC No. 2 and therefore not available on an intrastate basis.

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer

Contract Offer No. 49 is being made available on an interstate only basis out of Ameritech tariff FCC No. 2 and therefore not available on an intrastate basis.

22.50 Contract Offer No. 50 –Dedicated SONET Ring Offer

Contract Offer No. 50 is being made available on an interstate only basis out of Ameritech tariff FCC No. 2 and therefore not available on an intrastate basis.

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer

Contract Offer No. 51 is being made available on an interstate only basis out of Ameritech (SBC Midwest) tariff FCC No. 2 and therefore not available on an intrastate basis.

22.52 Contract Offer No. 52 – OC-3/OC-3c Point to Point Offer

Contract Offer No. 52 is being made available on an interstate only basis out of Ameritech (SBC Midwest) tariff FCC No. 2 and therefore not available on an intrastate basis.

22.53 Contract Offer No. 53 – DS3 Transport Service Offer

Contract Offer No. 53 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.54 Contract Offer No. 54 – MVP OC-192 Dedicated Ring Service Offer

Contract Offer No. 54 was specific to the state of Michigan and is not applicable to Illinois. (T)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.55 Contract Offer No. 55 – OC-48 Ring Renewal Offer

Contract Offer No. 55 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer

Contract Offer No. 56 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer

Contract Offer No. 57 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.58 Contract Offer No. 58 – OC-192 Dedicated SONET Ring Service Offer

Contract Offer No. 58 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.59 Contract Offer No. 59 – Special Access OC3/DS1 Package Offer

Contract Offer No. 59 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.60 Contract Offer No. 60 – OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 60 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer

Contract Offer No. 61 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.62 Contract Offer No. 62 – OC-48 Ring Renewal Offer

Contract Offer No. 62 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer

Contract Offer No. 63 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings****22.64 Contract Offer No. 64 – Special Access Service Offer**

Contract Offer No. 64 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer

Contract Offer No. 65 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.66 Contract Offer No. 66– OC-12 Point-to-Point Service Offer

Contract Offer No. 66 was specific to the state of Indiana and is not applicable to Illinois. (T)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term

Contract Offer No. 67 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term

Contract Offer No. 68 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term

Contract Offer No. 69 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer

Contract Offer No. 70 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.71 Contract Offer No. 71 – OC-48 Ring Renewal Offer

Contract Offer No. 71 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.72 Contract Offer No. 72 – Special Access Offer

Contract Offer No. 72 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings****22.73 Contract Offering No. 73 – 2005 Access Extension Offer**

Contract Offer No. 73 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.74 Contract Offer No. 74– OC-12 Dedicated SONET Ring Service Renewal Offer

Contract Offer No. 74 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer

Contract Offer No. 75 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer

Contract Offer No. 76 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer

Contract Offer No. 77 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer

Contract Offer No. 78 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.79 Contract Offer No. 79 – Special Access Service Offer

Contract Offer No. 79 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.80 Contract Offer No. 80– Special Access Service Offer

Contract Offer No. 80 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer

Contract Offer No. 81 was specific to the state of Indiana and is not applicable to Illinois. (T)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.82 Contract Offer No. 82– OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 82 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.83 Contract Offer No. 83 – OC-3 and DS3 Special Access Offer

Contract Offer No. 83 was specific to the state of Indiana and is not applicable to Illinois. (T)

22.84 Contract Offer No. 84 – OC-48 Dedicated Ring Service Offer

Contract Offer No. 84 was specific to the state of Wisconsin and is not applicable to Illinois. (T)

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer

Contract Offer No. 85 was specific to the states of Ohio and Indiana and is not applicable to Illinois. (T)
(T)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer

Contract Offer No. 86 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 87 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.88 Contract Offer No. 88 - OC-48 Dedicated Ring Service Offer

Contract Offer No. 88 was specific to the state of Wisconsin and is not applicable to Illinois. (T)

22.89 Contract Offer No. 89 – DS3 Special Access Offer

Contract Offer No. 89 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.90 Contract Offer No. 90 – Access Discount Offer

Contract Offer No. 90 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings****22.91 Contract Offer No. 91 – OC-48 Dedicated SONET Ring Service Renewal Offer**

Contract Offer No. 91 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.92 Contract Offer No. 92 – Access Advantage Plus Transport Service – One Year Term

Contract Offer No. 92 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.93 Contract Offer No. 93 – Access Advantage Plus Transport Service – Two Year Term

Contract Offer No. 93 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.94 Contract Offer No. 94 – Access Advantage Plus Transport Service – Three Year Term

Contract Offer No. 94 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.95 Contract Offer No. 95 – OC-48 Dedicated Ring Extension

Contract Offer No.95 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.96 Contract Offer No. 96 – DS1, DS3 and OCN Point to Point Service Offer

Contract Offer No. 96 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.97 Contract Offer No. 97 – DS3 Transport Service Offer

Contract Offer No. 97 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.98 Contract Offer No. 98 – OC3 Special Access Service Offer

Contract Offer No. 98 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer

Contract Offer No. 99 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

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22. Pricing Flexibility Contract Offerings

22.100 Contract Offer No. 100 – OC-48 Dedicated SONET Ring Offer

Contract Offer No. 100 was specific to the state of Wisconsin and is not applicable to Illinois. (T)

22.101 Contract Offer No. 101 – OC-12 Dedicated Ring Service Offer

Contract Offer No. 101 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.102 Contract Offer No. 102 – OC-48 Dedicated Ring Service Offer

Contract Offer No. 102 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.103 Contract Offer No. 103 – DS3 Interoffice Transport Service Offer

Contract Offer No. 103 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.104 Contract Offer No. 104 – Access Extension Offer

Contract Offer No. 104 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.105 Contract Offer No. 105 – OC-48 Ring Renewal Offer

Contract Offer No. 105 was specific to the states Michigan and Ohio and is not applicable to Illinois. (T)

22.106 Contract Offer No. 106 – DS3 Interoffice Transport Service Offer

Contract Offer No. 106 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.107 Contract Offer No. 107 – Optical Carrier Network (OCN) OC-12 Point-to-Point Service Offer

Contract Offer No. 107 was specific to the state of Michigan and is not applicable to Illinois. (T)

22.108 Contract Offer No. 108 – Consolidated Network Offer

Contract Offer No. 108 was specific to the state of Wisconsin and is not applicable to Illinois. (T)

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22. Pricing Flexibility Contract Offerings

22.109 Contract Offer No. 109 – OC-48 Dedicated Ring Offer

Contract Offer No. 109 was specific to the state of Indiana and is not applicable to Illinois. (T)

22.110 Contract Offer No. 110 – OC-12 Special Access Offer

Contract Offer No. 110 was specific to the state of Ohio and is not applicable to Illinois. (T)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

Contract Offer No. 111 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.112 Contract Offer No. 112 – Access Advantage Plus Transport Service – One Year Term

Contract Offer No. 112 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.113 Contract Offer No. 113 – Access Advantage Plus Transport Service – Two Year Term

Contract Offer No. 113 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.114 Contract Offer No. 114 – Access Advantage Plus Transport Service – Three Year Term

Contract Offer No. 114 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.115 Contract Offer No. 115 – OC-48 Dedicated Ring Service and OC-3 Sub-ring Offer

Contract Offer No. 115 was specific to the state of Wisconsin and is not applicable to Illinois. (N)

22.116 Contract Offer No. 116 – OC-12 Dedicated Ring Service Offer

Contract Offer No. 116 was specific to the state of Michigan and is not applicable to Illinois.

22.117 Contract Offer No. 117 – DS3 Interoffice Transport Service Offer

Contract Offer No. 117 was specific to the state of Michigan and is not applicable to Illinois. (N)

Certain material previously appearing on this page now appears on 2nd Revised Page 986.50.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.118 Contract Offer No. 118 – OC-12 Dedicated Ring Service and DS3 Service Offer

Contract Offer No. 118 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.119 Contract Offer No. 119 – DS1 and DS3 Service Offer

Contract Offer No. 119 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.120 Contract Offer No. 120 – OC-3 Dedicated Ring Service Renewal Offer

Contract Offer No. 120 was specific to the state of Ohio and is not applicable to Illinois.

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

Contract Offer No. 121 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.122 Contract Offer No. 122 – Wavelength Metropolitan Area Network (WaveMANSM) OC-48 Service Offer

Contract Offer No. 122 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.123 Contract Offer No. 123 – OC-3 Dedicated Ring Service and DS3 Renewal Offer

Contract Offer No. 123 was specific to the state of Ohio and is not applicable to Illinois.

22.124 Contract Offer No. 124 – OC-48 Dedicated Ring Service Offer

Contract Offer No. 124 was specific to the state of Michigan and is not applicable to Illinois.

22.125 Contract Offer No. 125 – Access Extension Offer

Contract Offer No. 125 is being made available on an interstate only basis out of Ameritech (SBC Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.126 Contract Offer No. 126 – OC-12 Dedicated SONET Ring Service

Contract Offer No. 126 was specific to the state of Ohio and is not applicable to Illinois.

(N)

(N)

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22. Pricing Flexibility Contract Offerings

22.127 Contract Offer No. 127 – Wavelength Metropolitan Area Network (WaveMANSM) Service Offer

Contract Offer No. 127 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis. (T)

22.128 Contract Offer No. 128 – DS3 Transport Service Offer

Contract Offer No. 128 was specific to the state of Michigan and is not applicable to Illinois.

22.129 Contract Offer No. 129 – OC-48 OCN Point-to-Point Offer

Contract Offer No. 129 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis. (T)

22.130 Contract Offer No. 130 – OC-3 Dedicated Ring Offer

Contract Offer No. 130 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis. (T)

22.131 Contract Offer No. 131 – OC-48 Dedicated Ring Service Offer and OC-3 Sub-Ring Offer (N)

Contract Offer No. 131 was specific to the state of Wisconsin and is not applicable to Illinois.

22.132 Contract Offer No. 132 – Network Infrastructure Offer

Contract Offer No. 132 was specific to the state of Indiana and is not applicable to Illinois.

22.133 Contract Offer No. 133 – Access Advantage Plus Transport Service One Year Term

Contract Offer No. 133 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.134 Contract Offer No. 134 – Access Advantage Plus Transport Service Two Year Term

Contract Offer No. 134 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.135 Contract Offer No. 135 – Access Advantage Plus Transport Service Three Year Term

Contract Offer No. 135 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer

Contract Offer No. 136 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.137 Contract Offer No. 137 – OC- 48 Ring Renewal Offer

Contract Offer No. 137 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.138 Contract Offer No. 138 – OC- 12 Dedicated Ring Service Offer

Contract Offer No. 138 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.139 Contract Offer No. 139 – Network Infrastructure Offer

Contract Offer No. 139 was specific to the state of Wisconsin and is not applicable to Illinois.

22.140 Contract Offer No. 140 - OC-12 Dedicated Ring Service Offer

Contract Offer No. 140 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.141 Contract Offer No. 141 - OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 141 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.142 Contract Offer No. 142 - Price Flex MARC and Discount Freeze Option

Contract Offer No. 142 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.143 Contract Offer No. 143 - OC-48 Dedicated Ring Offer

Contract Offer No. 143 was specified to the state of Ohio and is not applicable to Illinois.

22.144 Contract Offer No. 144 - Special Access Service Offer

Contract Offer No. 144 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

(N)
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(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.145 Contract Offer No. 145 - OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 145 was specific to the state of Ohio and is not applicable in Illinois.

22.146 Contract Offer No. 146 - OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 146 was specific to the state of Michigan and is not applicable in Illinois.

22.147 Contract Offer No. 147 - OC-12 Dedicated Ring Service Offer

Contract Offer No. 147 was specific to the state of Ohio and is not applicable in Illinois.

22.148 Contract Offer No. 148 - OC-12 Dedicated Ring Service Offer

Contract Offer No. 148 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.149 Contract Offer No. 149 - OC-12 Dedicated Ring Service Offer

Contract Offer No. 149 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.150 Contract Offer No. 150 - OCN, GigaMAN[®], DS3 and DS1 Service Offer

Contract Offer No. 150 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.151 Contract Offer No. 151 - OC-3 Dedicated Ring Service Renewal Offer

Contract Offer No. 151 was specific to the state of Michigan and is not applicable in Illinois.

22.152 Contract Offer No. 152 – Optical Carrier Network (OCN) OC-12 Point-to-Point Service Offer

Contract Offer No. 152 was specific to the states of Michigan and Ohio and is not applicable in Illinois.

22.153 Contract Offer No. 153 – OC-48 Dedicated Ring Service Renewal Offer

Contract Offer No. 153 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

(N)
|
(N)

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ACCESS SERVICE**22. Pricing Flexibility Contract Offerings****22.154 Contract Offer No. 154 – Dedicated Ring Service Offer**

Contract Offer No. 154 was specific to the state of Wisconsin and is not applicable in Illinois.

22.155 Contract Offer No. 155 – OC-3 Dedicated Ring Service Offer

Contract Offer No. 155 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.156 Contract Offer No. 156 – Access Advantage Plus Transport Service One Year Term

Contract Offer No. 156 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.157 Contract Offer No. 157 – Access Advantage Plus Transport Service Two Year Term

Contract Offer No. 157 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.158 Contract Offer No. 158 – Access Advantage Plus Transport Service Three Year Term

Contract Offer No. 158 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.159 Contract Offer No. 159 – Dedicated Ring Service Renewal Offer

Contract Offer No. 159 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer

Contract Offer No. 160 was specific to the state of Michigan and is not applicable in Illinois.

22.161 Contract Offer No. 161 – OC-3 Dedicated Ring Service Offer

(N)

Contract Offer No. 161 was specific to the state of Ohio and is not applicable in Illinois.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.162 Contract Offer No. 162 – OC-48 Dedicated SONET Ring Service Offer

Contract Offer No. 162 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.163 Contract Offer No. 163 – Optical Carrier Network (OCN) Point-To-Point (PTP) and Dedicated Ring Service (DRS) Discount Offer (T)

Contract Offer No. 163 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer

Contract Offer No. 164 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.165 Contract Offer No. 165– OC-3 Optical Carrier Network (OCN) Point-to-Point (PTP) Service Offer

Contract Offer No. 165 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.166 Contract Offer No. 166 – OC-3 Dedicated Ring Service (DRS) Offer (N)

Contract Offer No. 166 was specific to the state of Ohio and is not applicable in Illinois..

22.167 Contract Offer No. 167 – Multi-Service Optical Network (MON) Ring Service Offer

Contract Offer No. 167 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.168 Contract Offer No. 168 – OPT-E-MAN®

Contract Offer No. 168 was specific to the state of Indiana and is not applicable in Illinois.

22.169 Contract Offer No. 169 – OPT-E-MAN®

Contract Offer No. 169 was specific to the state of Michigan and is not applicable in Illinois.

22.170 Contract Offer No. 170 – OC-3 Dedicated Ring Service Offer

Contract Offer No. 170 was specific to the state of Michigan and is not applicable in Illinois.

22.171 Contract Offer No. 171 – OC-3 Dedicated Ring Service Offer

Contract Offer No. 171 was specific to the state of Michigan and is not applicable in Illinois.

22.172 Contract Offer No. 172– OC-3 Optical Carrier Network (OCN) Point-to-Point (PTP) Service Offer

Contract Offer No. 172 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer

Contract Offer No. 173 was specific to the state of Michigan, Ohio and Wisconsin and is not applicable in Illinois.

22.174 Contract Offer No. 174 – OC-12 Dedicated SONET Ring Service Offer

Contract Offer No. 174 was specific to the state of Wisconsin and is not applicable in Illinois.

22.175 Contract Offer No. 175 – OC-48 Dedicated Ring Service Offer

Contract Offer No. 175 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.176 Contract Offer No. 176 – DS3 Transport Service Offer

Contract Offer No. 176 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term

Contract Offer No. 177 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term

Contract Offer No. 178 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term

Contract Offer No. 179 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)****22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer**

Contract Offer No. 180 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.181 Contract Offer No. 181 – Special Access Service Offer

Contract Offer No. 181 was specific to the state of Michigan and is not applicable in Illinois.

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer

Contract Offer No. 182 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.183 Contract Offer No. 183 – Special Access Service Offer

Contract Offer No. 183 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service

Contract Offer No. 184 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.185 Contract Offer No. 185 – Access Service Offer

Contract Offer No. 185 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.186 Contract Offer No. 186 – Access Service Offer

Contract Offer No. 186 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer

Contract Offer No. 187 was specific to the state of Michigan and is not applicable in Illinois.

22.188 Contract Offer No. 188 – Access Service Offer

Contract Offer No. 188 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

(N)

(N)

ACCESS SERVICE**22. Pricing Flexibility Contract Offerings (Cont'd)****22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension**

Contract Offer No. 189 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer

Contract Offer No. 190 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis.

22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension

Contract Offer No. 191 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer

Contract Offer No. 192 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer

Contract Offer No. 193 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.194 Contract Offer No. 194 – Access Service Offer

Contract Offer No. 194 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer

Contract Offer No. 195 was specific to the state of Michigan and is not applicable in Illinois.

22.196 Contract Offer No. 196 – DS1 and DS3 Service Offer

Contract Offer No. 196 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer

Contract Offer No. 197 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer

Contract Offer No. 198 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

(N)
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(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.199 Contract Offer No. 199 – DS1, DS3 Service Offer

Contract Offer No. 199 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer

Contract Offer No. 200 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer

Contract Offer No. 201 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer

Contract Offer No. 202 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.210 Contract Offer No. 210 – DS1, DS3 Special Access Service Offer

Contract Offer No. 210 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer

Contract Offer No. 212 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer

Contract Offer No. 213 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer

Contract Offer No. 214 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

(N)

(N)

(N)

22.215 Contract Offer No. 215 – Access Service

Contract Offer No. 215 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer

Contract Offer No. 216 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

(N)

(N)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.217 Contract Offer No. 217 – DS3 Service Offer

Contract Offer No. 217 was specific to the state of Michigan and is not applicable to Illinois.

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer

Contract Offer No. 218 is being made available on an interstate only basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2 and therefore not available on an Intrastate basis

22.219 Contract Offer No. 219 –Access Service Offer

Contract Offer No. 219 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.221 Contract Offer No. 221 –Access Service Offer

Contract Offer No. 221 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.222 Contract Offer No. 222 –Access Service Offer

Contract Offer No. 222 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.223 Contract Offer No. 223 –Access Service Offer

Contract Offer No. 223 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

22.224 Contract Offer No. 224 –Access Service Offer

Contract Offer No. 224 is being made available on an interstate basis out of Ameritech (AT&T Midwest) Tariff FCC No. 2, which includes certain intrastate contributory services.

(N)
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(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

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**By Mary Pat Regan, Regional Vice President - Regulatory
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